SUPREME COURT OF THE UNITED STATES.

No. 46.

JOHN P. VAN NESS & WILLIAM JONES, PLAINTIFFS IN ERROR,

AGAINST

THE BANK OF THE UNITED STATES, DEFENDANT IN ERROR.

ERROR TO THE CIRCUIT COURT U. S. FOR WASHINGTON COUNTY D. C.

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UNITED STATES OF AMERICA:

The President of the United States to the judges of the Circuit Court of the United States, for the District of Columbia, setting for the county of Washington, *greeting:*

Because in the record and proceedings, as also in the rendition of the judgment of a plea, which is in the said court, before you [SEAL] or some of you, between the President, Directors and Company of the Bank of the United States on the demise of plaintiffs, and John P. Van Ness and William Jones, defendants, a manifest error hath happened, to the great damage of the said defendants, as by their complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid, in this behalf, do command you, if judgment be therein given, that under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of August next, in said Supreme Court, to be then and there held; and that the record and proceedings aforesaid, being inspected, the said Supreme Court may cause further to be done therein to correct that error, which of right and according to the laws and the custom of the United States, should be done.

Witness the honorable Roger B. Taney, Chief Justice of said Supreme Court.

Issued this 20th day of June, 1837.

W. BRENT, *Clerk.*

DISTRICT OF COLUMBIA, sct.

The United States of America, to the President, Directors and Company of the Bank of the United States, *greeting*:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, on the first Monday of August next, pursuant to a writ of error filed in the clerk's office of the Circuit court of the United States, for the District of Columbia, in the county of Washington, wherein John P. Van Ness and William Jones are plaintiffs in error, and you are defendants in error, to show cause, if any there be, why judgment rendered against the said John P. Van Ness and William Jones, in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in this behalf.

Witness the honorable William Cranch, Chief Judge of the circuit court of the District of Columbia, this 20th day of June, 1837.

W. CRANCH.

Service acknowledged.

F. S. KEY.

Know all men by these presents, that we, John P. Van Ness, William Jones, George Thomas, and William E. Crossfield, are held and firmly bound unto the president, directors and company of the Bank of the United States, in the full and just sum of five hundred dollars, current money, to be paid to the said president, directors and company, their certain attorney, representatives or assigns, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally firmly by these presents, sealed with our seals and dated this twentieth day of June, 1837.

Whereas, lately at a circuit court of the District of Columbia, sitting for the county of Washington, in a suit pending in the said court, wherein the said president, directors and company of the Bank of the United States on the demise of were plaintiffs, and the said John P. Van Ness and William Jones were defendants, judgment was rendered against the said defendants, and they having obtained a writ of error and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said president, directors and company, citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington on the Monday of next.

Now, the condition of the above obligation is such, that if the said John P. Van Ness and William Jones, shall prosecute their writ to effect, and answer all damages and costs, if they fail to make their plea good, then the above obligation to be void, otherwise to be and remain in full force and virtue.

JOHN P. VAN NESS. [SEAL.]
W. JONES. [SEAL.]
GEO. THOMAS. [SEAL.]
W. E. CROSEFIELD. [SEAL.]

Signed, sealed and delivered in the presence of
N. CALLAN, Jr.
Approved:
W. CRANCH.
Copy—Test: W. BRENT, *Clerk.*

STYLE OF COURT.

DISTRICT OF COLUMBIA, *to wit*:

At a circuit court of the District of Columbia, begun and held in and for the county of Washington, at the City of Washington, on the fourth Monday of March, being the twenty-seventh of the same month, in the year of our Lord one thousand eight hundred and thirty-seven, and of the independence of the United States the sixty-first,

Present: The honorable William Cranch, chief judge; Bucknor Thruston, James S. Morsell, associate judges; Alexander Hunter, Esq. marshal; William Brent, clerk.

In the record of proceedings of said court, amongst others are the following, to wit:

PARTIES.

BANK OF THE UNITED STATES, Lessee of JOHN DOE,
vs.
JOHN P. VAN NESS & WILLIAM JONES, Tenants.

Be it remembered, that heretofore, to wit, on the 29th day of April, in the year of our Lord one thousand eight hundred and thirty five, John Doe, lessee of the said Bank of the United States, by William Redin, Esq. his attorney, declared in the circuit court here against the said Richard Roe, in a plea of trespass in ejectment with a notice thereto annexed, in manner and form following, to wit:

DECLARATION.

DISTRICT OF COLUMBIA,
Washington county, to wit:

Richard Roe was attached to answer unto John Doe, in a plea wherefore he, with force and arms, and against the peace of the United States, entered into a certain piece or parcel of ground, lying in the county of Washington aforesaid, and being designated and known as lots numbered three, four, five, six and seven, in square number two hundred and twenty-six, in the City of Washington, as the said lots, and squares are designated on the public plat of the said city, with the appurtenances, which the president, directors, and company of the Bank of the United States had demised to the said John Doe, for a term which is not yet expired, and ejected him from his said farm; and also, wherefore, with force and arms, at the county aforesaid, he entered into that piece or parcel of ground, lying in the county aforesaid, and being designated as lots number three, four, five, six and seven, in square number two hundred and twenty six, in the City of Washington, as the said lots and square are designated on the public plat of said city, with the appurtenances, which Thomas E. Slye had demised to the said John Doe, for a term which is not yet expired, and ejected him from the said farm. And also, wherefore, with force and arms, at the county aforesaid, he entered into that piece or parcel of ground, lying in the county aforesaid, and designated and known as lots number three, four, five, six, and seven, in square, number two hundred and twenty six, in the said city of Washington, as the said lots and square are designated on the public plat of the said city, with the appurtenances, which Benjamin Stoddert, George W. Campbell, and Harriet, his wife, Elizabeth Ewell, Ann Ganett, Rebecca Stoddert, and William Stoddert had demised to the said John Doe, for a term of years, which is not yet expired, and ejected him from his said farm; and other wrongs to him then and there did, to the great damage of the said John Doe, and against the peace of the United States. And

whereupon the said John Doe, by W. Redin, his attorney, complains, that whereas, the said president, directors, and company of the Bank of the United States, on the eighteenth day of November, in the year eighteen hundred and thirty, at the county aforesaid, had demised the said premises, with the appurtenances, to the said John Doe, to have and to hold the same to the said John Doe, and his assigns, from the nineteenth day of November, in the year aforesaid; for and during, and unto the full end and term of twenty years thence ensuing, and fully to be complete and ended. And, also, the said Thomas G. Slye, on the fifth day of July, one thousand eight hundred and twenty-eight, at the county aforesaid, had demised the said premises, with the appurtenances, to the said John Doe, and his assigns, from the sixth day of July, in the year aforesaid, for and during and unto the full end and term of twenty years, thence next ensuing, and fully to be complete and ended. And, also, that the said Benjamin Stoddert, George W. Campbell, and Harriet his wife, Elizabeth Ewell, Ann Ganett, Rebecca Stoddert, and William Stoddert, on the fifth day of July, in the year one thousand eight hundred and twenty-seven, at the county aforesaid, had demised the said premises, with the appurtenances, to the said John Doe, to have and to hold the same to the said John Doe and his assigns, from the sixth day of July in the year last aforesaid, for and during and unto the full end and term of twenty years, thence next ensuing, and fully to be complete and ended. By virtue of which the said several demises, the said John Doe entered into the said premises, and became and was possessed thereof for the said term so to him thereof granted as aforesaid, and the said John Doe being thereof possessed, the said Richard Roe, afterwards, to wit, on the twentieth day of November, in the year eighteen hundred and thirty aforesaid, with force and arms, &c. entered into the said premises, in which the said John Doe was so interested, in manner and for the terms aforesaid, which are not yet expired, and ejected him from the said farm, and other wrongs to the said John Doe, then and there did, to the great damage of the said John Doe, against the peace of the United States; wherefore, the said John Doe saith he is injured, and hath sustained damage to the value of fifty dollars, and therefore he brings suit, &c.

W. REDIN, *for pltff.*

William Jones & John P. Van Ness:

I am informed that you are in possession of, or claim title to, the premises in this declaration of ejectment mentioned, or some part thereof; and I being sued in this action as a casual ejector only, and having no claim or title to the same, do advise you to appear at the next November term of the circuit court of the District of Columbia, for the county of Washington, by some attorney of that court, and then and there, by rule of that court, to cause yourselves to be made defendants in my stead, otherwise I shall suffer judgment to be entered against me by default, and you will be turned out of possession.

Yours, RICHARD ROE.

28th April, 1835.

A copy of which said declaration and notice was made and sent to the marshal of the District of Columbia, thereon endorsed, "to be served on the defendants, the tenant in possession, or set up on the premises at least days before the return thereof."

At which said fourth Monday of November, in the year of our Lord one thousand eight hundred and thirty-five, being the day of the return of the service of the aforegoing declaration in ejectment, comes into the said circuit court, the said John Doe, lessee of the said president, directors, and company of the Bank of the United States, by his attorney aforesaid, and the marshal to whom the said declaration in ejectment and notice as aforesaid, was in form aforesaid made, and sent, certifies his service thereof to the court here in form following, to wit:

MARSHAL'S RETURN.

"I hereby certify that on the 28th day of October, in the year eighteen hundred and thirty-five, served on William Jones and John P. Van Ness, tenants in possesion of the premises mentioned in the declaration hereunto annexed, or some part thereof, with a true copy of the declarationand notice there under written, and hereto annexed."

APPEARANCE, &c.

Whereupon, the said John Doe, lesse as aforesaid, by his attorney aforesaid, prays that the defendants, the tenants in possession of the premises aforesaid, or those under whom they claim, may appear and answer to the declaration aforesaid. Whereupon, John P. Van Ness and William Jones, the tenants in possession, by Richard S. Coxe, Esq. their attorney, appears in court here; and it is ruled by the court, with the consent of the said John Doe, lessee as aforesaid, by his attorney aforesaid, and the said John P. Van Ness, and William Jones (who claim the title in question by their attorney aforesaid) that the said Van Ness and Jones be admitted defendants in the place of Richard Roe, the casual ejector; and at the trial thereon to be had, the said Van Ness and Jones shall appear in proper person, or by attorney, and confess lease entry, and actual ouster and expulsion of so much of the lands in the declaration of the said John Doe, lesse as sforesaid, as is in possession of the said Van Ness and Jones, or their tenant, or of any other person claiming by or under their title, or in default thereof, that judgment be entered against the now defendant, Richard Roe, the casual ejector, but that prosecution be staid against him until he makes default in any of the premises; and it is further ruled by the court here, with the consent of the counsel, that if, by reason of such default, the said John Doe, lesse as aforesaid, shall become non suit at the trial, the said Van Ness and Jones shall take no advantage thereof, but shall pay to the said John Doe, lesse as aforesaid, his costs, &c. and it is further ruled by the court here, that if upon the trial of the said issue, a verdict shall be given for the said Van Ness and Jones, or if the said John Doe, lesse as

aforesaid, shall not prosecute his declaration upon other cause, that for the not confessing lease, entry, and ouster as aforesaid, then the said president, directors, and company of the Bank of the United States, lessors of the said John Doe, shall pay costs, &c. And thereupon, the said Van Ness & Jones, by their attorney, defends the force and injury when, and so forth, and prays leave of the court here to imparle until the fourth Monday of March next; and they have it; and the same day is given to the said president, directors, and company of the Bank of the United States, and so forth.

IMPARLANCE TO MARCH, 1836—DEFENCE ON TITLE—NOT GUILTY, AND ISSUE.

At which said fourth Monday of March, in the year of our Lord, one thousand eight hundred and thirty-six, to which said day the said Van Ness and Jones had leave to imparle, and so forth, comes into court here, as well the said John Doe, lesse as aforesaid, by his attorney aforesaid, as the said Van Ness and Jones, by their attorney aforesaid, and the said Van Ness and Jones by their attorney aforesaid, as before, defends the force and injury which, and so forth, and takes their defence of and upon the premises in question, upon their title thereto, and say that they are not guilty of the trespass and ejectment in the said declaration mentioned, in manner and form, as the said John Doe, lesse as aforesesaid, above complains; of this they put themselves upon the country, and so forth, and the said John Doe, lesse as aforesaid, in like manner, and so forth.

VENIRE FACIAS TO NOV. 1836.

Therefore, let a jury thereon appear before the court here, on the fourth Monday of November next, by whom, &c. and who neither, &c. to recognize, &c. because as well, &c. and the same day is given to the said parties, &c.

APPEARANCE AND CONTINUANCE TO MARCH TERM, 1837.

At which mentioned fourth of November, in the year of our Lord one thousand eight hundred and thirty-six, comes again inte the circuit court here, as well the said John Doe, lesse as aforesaid, by his attorney aforesaid, as the said Van Ness and Jones, by their attorneys aforesaid: Whereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, and their attorneys aforesaid, and by order of the court here thereon, is continued until the fourth Monday of March next.

And now, to wit, the said fourth Monday of March, in the year of our Lord one thousand eight hundred and thirty-seven, comes into court here, as well the said John Doe, lesse as aforesaid, by his attorney aforesaid, as the said Van Ness and Jones, by their attorney aforesaid: Whereupon, for trying the issue aforesaid, it is ordered by the court here, that twelve persons from the pannel of petit jurors, re

turned to the court here, by the marshal, be drawn by ballot, according to law; and twelve persons being so drawn and called, come, to wit:

JURY.

1 Zachariah Walker,	7 Benjamin Burnes,
2 James Kennedy,	8 Thomas Hyde,
3 Walter Clarke,	9 Peter Casanave,
4 William Waters,	10 B. K. Morsell,
5 W. H. Edes,	11 Alexr. Borland,
6 A. H. Young,	12 C. H. W. Wharton.

VERDICT.

Who being empannelled and sworn to say the truth in the premises, upon their do say, as to the trespass and ejectment aforesaid mentioned, and in the same declaration expressed to have been demised to the said John Doe by the said Stoddert's heirs, with the appurtenances, the said jurors, upon their oath do say, that the said John P. Van Ness and William Jones are guilty thereof, in manner and form as the said John Doe hath within complained, and they assess the damage of the said John Doe, by reason of the trespass and ejectment aforesaid, to one cent.

JUDGMENT OF THE COURT.

Therefore it is considered by the court here, that the said John Doe do recover against the said John P. Van Ness and William Jones his term aforesaid, yet to come, and unexpired, of and in the said tracts, lots, or parcels of land, and premises, in the said declaration mentioned and expressed to have been demised to the said John Doe, by the said Stoddert's heirs, with the appurtenances, and the said one cent, by the jury in form aforesaid assessed, for his damages which he has sustained by occasion of the trespass and ejectment aforesaid, and also the sum of twenty-eight dollars and sixty-one cents by the court here adjudged unto the said John Doe, lesse of the said Stoddert's heirs, for his costs and charges by him about his suit, in this behalf, laid out and expended; and the said John P. Van Ness and William Jones, in mercy and so forth.

Test:

W. BRENT, *Clk.*

MEMORANDUM.

Before the jurors aforesaid, retired from the bar of the court here, the said Van Ness and Jones, by ther attorney aforesaid, filed in court here, the following bill of exceptions, to wit:

DEFENDANT'S FIRST EXCEPTIONS.—Defendant's first exception.

CIRCUIT COURT—*Washington County.*

JOHN DOE, ex dim.
BANK OF THE UNITED STATES, and others,
vs.
JOHN P. VAN NESS & WILLIAM JONES.
} Ejectment.

On the trial of this case, the plaintiff, to maintain the issue joined on his part, offered in evidence the proceedings in the court of chancery of Maryland, (copied in page 21.) and also two conveyances (copied in page) and a deed read from the public records without objection, of 12th January, 1802, from Duncanson as guardian of Marcia Burnes (copied in page .) It having been agreed by both parties, that David Burns, father of said Marcia Burns, in said proceedings mentioned, was seized in fee of the premises in controversy, on the 28th August, 1798, and that he died seized thereof, intestate. That the said Marcia was his only child, and heiress at law, and that no objection is made to the sufficiency of the authentication of said chancery proceedings.

To the admissibility and competency of said evidence, so offered as aforesaid, the defendant, by his counsel, objects, and the court overruled the said objection, and suffered the said papers to go to the jury, as admissible and competent evidence, to support the issue, so as aforesaid joined, on the part of the plaintiff. To which decision of the said court overruling said objection, and admitting said documents in evidence, the defendants, by their counsel, except, and pray the court to seal this bill of exceptions according to the statute, which is accordingly done this twelfth day of June, 1837.

W. CRANCH. [SEAL.]
B. THRUSTON. [SEAL.]
JAMES S. MORSELL. [SEAL.]

DEFENDANT'S SECOND EXCEPTION.—Defendant's second Exception.

BANK UNITED STATES
vs.
JONES & VAN NESS.

On the trial of this cause, the plaintiffs further to support the issue on their part above joined, and after having given the evidence stated in the preceeding bill of exceptions, and to show their title to the lots in the declaration mentioned, produced from the clerk's office of this court the books kept by the clerk of this court for the enrolling and recording of deeds or conveyances of lands in this county, pursuant to the statute or statutes for the enrolling conveyances, &c. &c., and in which books such conveyances are commonly enrolled and recorded, and offered to read in evidence from the said books, copies of certain deeds, whereof the said books purport to contain the en-

rolments and records, to wit: From one of the said books, the enrollment and record of a deed purporting to be from Isaac Pollock to Charles Lowndes, as it appears enrolled in the said books as follows: (copied in page .) From another of the said books, the enrolment and record of another deed, purporting to be from the same Isaac Pollock to the same Charles Lowndes, as it appears enrolled in the said book (copied in page .) From another of said books, the enrolment and record of another deed, purporting to be from Charles Lowndes to Walter Smith, as it appears enrolled in the said book (copied in page .) From another of the said books, the enrolment and record of a deed purporting to be from Walter Smith to Benjamin Stoddert, as it appeareth enrolled in the said book (copied in .)

It was agreed between the said parties, that Richard Parrott and Thomas Corcoran, before whom the last mentioned deed was executed and acknowledged, were, at the time the same was so executed and acknowledged, two justices of the peace for Washington county, in the District of Columbia. It was also agreed between the said parties, that the persons named in the declaration filed in this cause, as the heirs at law of said Benjamin Stoddert, are the heirs at law of the said Stoddert; and the defendants object to all and singular the said documents, papers and evidence, as inadmissible and incompetent to prove a title in the plaintiffs to recover in this action, but the defendants not having shown any title or color of title in themselves; the court overruled the defendants, said objections, and admitted all the said evidence, so offered by the plaintiff, to be given to the jury. To all which the defendants except, and pray that this, their bill of exceptions, be sealed, &c. and it is done so this 12th day of June, in the year 1837.

W. CRANCH. [SEAL.]
B. THRUSTON. [SEAL.]
JAMES S. MORSELL. [SEAL.]

Proceedings in the court of chancery of Maryland, referred to in defendants first exception, page 17.

Maryland, sc.

At a court of chancery for the State of Maryland, begun and held at the city of Annapolis, on the first Tuesday of October, in the year of our Lord one thousand eight hundred and one,

Present: the honorable Alexander Contee Hanson, chancellor, Samuel Harvey Howard, register.

Were had (among other) the following proceedings:

ISAAC POLLOCK, }
vs. }
MARCIA BURNES. }

Be it remembered, that heretofore, to wit, on the seventeenth day

of May, in the year eighteen hundred, came Isaac Pollock, by his solicitor, J. M. Gantt, Esquire, into the court of chancery of Maryland, and exhibited in said court his bill of complaint against Marcia Burnes, in the words following:

To the honorable Alexander Contee Hanson, Esquire, chancellor of Maryland, humbly complaining, showeth unto your honor, your orator Isaac Pollock, of Prince George county, that on or about the ninth day of August, in the year of our Lord seventeen hundred and ninety-eight, a certain David Burnes, now deceased, then residing in the city of Washington, in the said county, being seized in fee of a large number of lots in the said city, and being desirous of selling some of them, did propose to your orator to sell him fifty nominal lots of ground in the said city, at and for the price of two hundred and fifty dollars, for every standard lot of ground contained in the said nominal lots. Your orator avers that a nominal lot is a lot as actually laid off on the plan of the said city, and that a standard lot is five thousand two hundred and sixty-five square feet of ground. That your orator, on the twenty-eighth day of the same month did agree to purchase the said fifty lots at the price aforesaid. That the said agreement was reduced into writing and signed and sealed by your orator and the said Burnes, and was to the following effect, that the said Burnes should sell and convey to your orator fifty nominal lots to be selected out of all the said Burnes's property, in the said city, excepting water lots, the squares on which the said Burnes and his brother lived, and excepting also the lots purchased by one William Hammond Dorsey, of the said Burnes, and not then selected or chosen; that your orator was to give for the same lots at the rate of two hundred and fifty dollars per standard lot, payable in three and six years, with interest; that your orator was to give security for the payment of the purchase money, such as should be approved of by persons named in a contract made between said Burnes and said Dorsey, which persons were John Thompson Mason and John Oakley; that the said lots were to be conveyed to your orator upon giving such security, and that your orator should not select on the said fifty lots, twenty lots which had been excluded by the said Dorsey's contract. And your orator produces herewith, the said agreement, to which he refers for greater certainty, and prays that the same may be taken as part of this, his bill of complaint, which is marked exhibit No. 1. That afterwards your orator made his selection of the said fifty nominal lots, which lots, so selected, were as follows, to wit: In square No. 144, lots No. 14, 15; in square No. 173, lots No. 20, 21, 22; in square No. 226, lots No. 6, 7; in square No. 227, lots No. 3, 6, 7; in square No. 257, lots No. 7, 8, 9; in square No. 290, lots No. 4; in square No. 291, lot No. 9; in square No. 293, lots No. 4, 14; in square No. 322, lots 4, 11, 12; in square No. 323, lots 3, 13; in square No. 348, lots No. 7, 8, 17; in square No. 349, lots 3, 4, 5; in square No. 377, lots No. 2, 3; in square No. 378, lots 2, 6; in square 457, lots 2, 3, 4, 17; in square 489, lots 10, 11; in square No. 490, lots 15, 16, 19, 20, 23; in square No. 491, lots 13, 14, 15, and in square No. 533, lots No. 3, 14, 18 and 19,

amounting in the whole to fifty-seven standard lots, and two hundred and eighty-two and a half square feet:

And your orator herewith files a list of the said lots with the square feet in each lot, marked A. to which he refers for greater certainty, and prays that the same may be taken as part of this, his bill of complaint. That after making the said contract, and before the security thereby stipulated to be given, was given, your orator was desirous of extending the purchase of lots of the said Burnes, to the sum of ten thousand pounds, and proposed to the said Burnes to purchase of him as many more lots, besides the said fifty nominal lots, as would amount, at the rate of two hundred and fifty dollars per standard lot, to ten thousand pounds. That the said Burnes did, verbally agree to make the said sale, but declined making the said contract in writing, until one John Oakley, who was then absent from the said city, should return, alleging that the said Oakley was appointed his agent to bargain and contract for him, and that in the absence of the said Oakley, he, said Burnes, would not conclude the contract; that soon after, said Oakley did return to the said city, and being duly authorized and fully empowered by the said Burnes to contract with your orator, on the 17th day of April, 1799, the said John Oakley, in behalf of the said Burnes, and with his previous knowledge and consent, did agree to sell to your orator as many more lots in the said city, to be selected as aforesaid, as would, with the said fifty nominal lots, at the rate of two hundred and fifty dollars per standard lot, amount to ten thousand pounds; that your orator should pay the whole purchase money in five years, and interest thereon annually; that he should give security for the payment of the purchase money, as the said Oakley and the said John Thompson Mason should approve of, and that upon such security being given, the lots should be conveyed to your orator. And your orator expressly avers, that the reason why the lots were to be so conveyed was this, that your orator might, by the sale of such of them as he thought fit, raise money to enable him to pay the purchase money for the said lots, and that is the true meaning of the expression in the contract, marked No. 1, to wit, the means of bringing the lots into market, to be as expressed in Mr. Dorsey's contract. Your orator says, that after making the last aforesaid contract, he did, agreeably thereto, select the lots thereby contracted for, which selection was as follows: In square No. 173, lot 2; square No. 226, lots 2, 3, 4, 5; square No. 227, lots 2, 10, 11, 14, 15; square 225, lots 1, 2, 6, 7; square No. 256, lots 1, 2, 3, 6, 7; square No. 257, lot No. 10; square 258, lots 3, 4, 8, 9, 13, 14, 17, 18; square No. 288, lots 1, 2, 3, 24, 25, 26; square No. 290, lot 9; square 291, lots 10, 11; square No. 293, lots 5, 6, 15, 19, 20; square No. 322, lot 10; square No. 323, lots 4, 7, 14; square No. 378, lots No. 9, 10, 11, 22, 23; square No. 430, lots 12, 14; square No. 489, lots 7, 8, 14, 15, and in square No. 533, lots No. 22, 23, and 24, amounting in the whole to 261,039 1-4 square feet, or forty-nine standard lots, and three thousand fifty-five and a half square feet, and at the rate of two hundred and fifty dollars per standard lot, the said forty-nine lots and square feet, with the fifty nominal

lots first aforesaid amount, amount to the sum of nine thousand nine hundred and ninety-seven pounds three shillings and four pence; the division of the lots in the said city not admitting of a selection to amount to the exact sum of ten thousand dollars. And your orator, herewith produces the contract made by the said John Oakley, in behalf of the said Burnes, marked No. 3, the selection made in virtue of said contract marked B, and a letter from the said Burnes, marked No. 3; to which he refers for greater certainty, and prays that the same may be taken as part of this, his bill of complaint. Your orator avers, also, that after the said contracts were made, although there was no time limited for giving the security, yet, that he did propose security to the said Burnes, to wit, a mortgage of lands in Maryland and Virginia; he also proposed the said security to the said Mason and Oakley, that the said security was approved of, and that deeds would have been accordingly executed, but the same was delayed until the said Oakley could see the land in Virginia; that the said lands have since been seen and approved of, that your orator is now, and always hitherto has been, willing to give any other and better security, which shall be required, either by said Oakley and Mason, or by this honorable court. That he has, in consequence of, and in conformity to, the said two contracts, paid sundry sums of money, the precise amount of which he does not now recollect, but thinks it amounted to all the interest due on the said contracts; that the said sum was paid after the said Burnes's death, for none of it was due or payable in his lifetime, under the said contracts. Your orator says further, that the said Burnes *did*, on or about the eighth day of May, 1799, leaving an only child, named Marcia Burnes, now under age, to wit, of the age of seventeen years. That Ann Burnes, the widow of David Burnes, is his administratrix, that by reason of his infancy, your orator cannot obtain a conveyance of the said lots but by the interposition of this honorable court. He avers that he now is ready, and always has been, to comply with and perform his agreement aforesaid, that he is ready and willing to give the security thereby required, and that the same security would have been given, and the said lots conveyed agreeably to said agreements, but for the unexpected death of the the said Burnes. In consideration of the premises, and to the end that your orator may have such relief therein as equity and good conscience may require, and the law of the land justify, may it please your honor to grant your orator the State's writ of subpœna, in the usual form, to be directed to the said Marcia Burnes, commanding her to appear in this court, on a certain day and under a certain penalty therein to be inserted, that she may be compelled to answer the mises as fully as if the same were here again repeated, and particularly interrogated, that the agreements, so as aforesaid made between your orator and the said David Burnes, in his lifetime, may be specifically executed and carried into effect; that the said Marcia Burnes may, by a decree of this court, be compelled in the usual manner, to convey the said lots to you orator; and that such other and

further relief may be granted your orator, as the law of the land, equity and good conscience may require; and your orator will pray, &c.

M. GANTT,
For Comp'l.

[Exhibit, No. 1.]

David Burns will sell to Mr. Isaac Pollock, fifty nominal lots, when Mr. Dorsey has finished his selection. The terms of payment will be three and six years, the price two hundred and fifty dollars per standard lot. The security to be approved by the gentlemen named in Mr. Dorsey's contract. The means of bringing the lots into market to be as expressed in Mr. Dorsey's contract. Water lots will be excepted, and the squares on which he and his brothers live. Mr. Pollock has it optional to determine or not, to these terms until the first of September ensuing, till when, the whole of the lots belonging to said David Burnes, except as before excepted, will be reserved to the choice of Mr. Isaac Pollock.

Thursday, August 9, 1798.
City of Washington.

DAVID BURNS. [SEAL.]

Test:
JOHN OAKLEY.

Mr. Pollock agrees to exclude, from his selection, the 20 lots excluded by Mr. Dorsey.

ISAAC POLLOCK. [SEAL.]

Test:
JOHN OAKLEY.

I do hereby agree to purchase the above mentioned fifty nominal lots, at the price stated, and on the terms of credit mentioned, and do of course hold myself liable for the completion of the contract.

Witness my hand and seal, in Westmoreland county, Virginia, this 28th August, 1798.

ISAAC POLLOCK. [SEAL.]

Witness:
W. P. TEBB,
PRESLEY THORNTON.

January 30th, 1800.

Received of Mr. Isaac Pollock, four hundred and fifty dollars, in part payment of the interest due on this, his first contract, with David Burnes, deceased.

JOHN OAKLEY,
For ANN BURNES, and
MARCIA BURNES.

$450.

Received, 23d April, 1800, of Isaac Pollock, the sum of five hundred dollars, being for the balance of a year's interest on the within contract, and such overplus, after paying the same, to go in part of the subsequent contract, dated 17th April, 1799, making up lots to the amount of ten thousand pounds, at two hundred and fifty dollars each, as expressed therein.

JOHN OAKLEY,
For ANN BURNES, and
MARCIA BURNES.

$500.

Received, 27th April, 1800, of Isaac Pollock, the sum of two hundred and fifty dollars, being for interest money, on a contract for the purchase of ten thousand pounds' amount of lots, by said Pollock of Mr. David Burnes, now deceased, made on the 17th April, 1799.

JOHN OAKLEY,
For ANN BURNES, and
MARCIA BURNES.

$250.

[Exhibit No. 2.]

DEAR SIR: I have, as agent for Mr. Burnes, contracted with Mr. Pollock for lots in the city of Washington. You and I are to determine on the security Mr. Pollock is to give. I want to secure the principal well, and the annual payment of the interest. The lots are sold on a credit of five years. You and he, when agreed as to the security, will favor me with a line, and I will wait you.

Your huble. servt.
J. OAKLEY,

I suppose Mr. Polock about 10,000 pounds of city soil.
April 17, 1799.
JUHN T. MASON, Esq.

Mr. Polock has a right to purchase 10,000 pounds' worth of city lots, at $250 per standard lot, credit 5 years.

J. OAKLEY.

[Exhibit No. 3.]

DEAR SIR: I received your letter by Mr. Munroe, but can say nothing as to this business, mentioned in your note, having nominated Mr. Oakley to act for me.

I am, respectfully,
D. BURNES.

A.

The following 50 lots is a selection made by Mr. Pollock, out of the property of David Burns, under the contract dated August 9th, 1798, marked 1, amounting to 300, 387½ square feet, and equal to 57 standard lots of 5265 square feet each, and a part of a lot of 282½ feet.

Square.	Lot.	Square feet	Square.	Lot.	Square feet.
144	14	5615	349	3	4362
	15	8400		4	3750
173	20	4863½		5	5402
	21	4056	377	2	5314¾
	22	4943¾		3	9067¼
226	6	6000	378	2	6158
	7	6000		6	10197½
227	3	5242¼	457	2	6021½
	6	3571¾		3	9072½
	7	4762½		4	11257
257	7	4325½		17	9847¾
	8	4050	489	10	6258
	9	4745½		11	4668
290	4	6792	490	15	6668¾
291	9	5255¼		16	6226
293	4	5912½		19	5854
	14	6950¾		20	5229
322	4	5504½		23	6370
	11	5504½	491	13	5358¼
	12	5504½		14	7716½
323	3	5508¼		15	5965½
	13	5696½	533	3	6135
348	7	5168½		14	4344
	8	5093½		18	8284¼
	17	5093½		19	6800
					300,387½

The foregoing 50 lots are nominal lots, as the contract specifies, and equal to 57 standard lots, and a balance of 282 1-2 feet.

B.

The following is sixty nominal lots, selected by Isaac Pollock, from the property of David Burnes, in addition to the 50 nominal lots contained in the paper marked *marked* A, and is intended to complete a quantity that will amount to the sum of £10,000, at the rate of $250 per lot, as agreed on April 17th, 1799, making 49 standard lots, and 3055 1-2 feet.

Square.	Lot.	Square feet.	Square.	Lot.	Square feet.
173	2	4863¾	288	3	4464
226	2	4250		24	6980½
	3	4258½		25	7756¼
	4	4258¾		26	3942½
	5	4250	290	9	5700
227	2	4052	291	10	4775¾
	10	4052		11	3981¾
	11	5242¾	293	5	4732¾
	14	3571¾		6	3405
	15	4762½		15	4732¾
255	1	2416¾		19	4666¾
	2	3510		20	3667¼
	6	3280½	322	10	4877½
	7	3280½	323	4	3750
256	1	2416¾		7	3752
	2	3510		14	3752
	3	4603	378	9	4310¼
	6	3280½		10	5491½
	7	3280½		11	5527¼
257	10	5169½		22	4310
258	3	3963½		23	5491½
	4	3963	430	12	3750
	8	5022		14	3750
	9	3480	489	7	4770
	13	3963		8	3975
	14	2803		14	4801
	17	4231		15	4770
	18	3480	533	22	6156
288	1	3643¾		23	5624
	2	4280		24	6038½
					261,039½

Contract of 9th August, 1798, contemplates 50 nominal lots at $250 per standard lot, and agreeably to selection marked A.

The same contains 300,387 1-2, equal to 50 lots standard, and 282 1-4 feet, which, in addition to the selection for second contract, of April 17th, 1799, (marked B,) makes up as near an amount of £10,000, as the size of lots will admit. The contract for which this selection, marked B, is intended, the 60 nominal lots amount to 261, 039 1-4 square feet, making 49 nominal lots, and 3055 1-2 feet, and completes the quantity for the contract to amount £10,000.

Total, 106 lots, 3,338 feet.

It will require 106 lots, and 3,510 feet, at $250 per lot, to make £10,000, the quantity selected being 106 lots, 3,337 owing to size of lots, a deduction from the amount of £2 16 8, makes the sum for lots selected, £9,997 3 4.

And thereupon, was issued the State's writ of subpœna, as prayed for by said returnable to the next term of said court, at which next term, to wit, July term of the said court, in the year eighteen hundred, the sheriff of Prince George's county made return of the said writ of subpœna, by him endorsed as follows, "sum'd."

And thereupon, a commission to appoint a guardian, to answer and defend the said suit on behalf of the said infant defendant, was duly issued to Robert Brent of Prince George's county.

And afterwards, to wit, on the thirteenth day of September, in the year eighteen hundred, he, said commissioner, made return of the said commission, and of his proceedings under the same, in the words following:

MARYLAND, *ss.*

The State of Maryland to Robert Brent, of Prince George's county, greeting:

Whereas, Isaac Pollock hath lately exhibited his bill af complaint before us, in our high court of chancery, against Marcia Burnes, de fendant; and whereas, we have, by our writ, lately commanded the said defendants, to appear before us, in our said chancery, at a court day now past, to answer the said bill; but for as much as the said defendant is an infant under age, and cannot answer the said bill, nor defend this suit, without having a guardian assigned in that behalf: Know ye, therefore, that we have given unto you full power and authority, in pursuance of the special order of our said court, to assign and appoint a guardian for the aforesaid infant, and to take the answer of the said infant, by such guardian, to the said bill; and therefore we command you, that at such certain day and place as you shall think fit, you go to the said defendant, if *they* cannot conveniently come to you, and assign and appoint a guardian for the aforesaid infant, and to take the answers of the said infant, by such guardian, to

the said bill, on such guardian's corporate oath upon the Holy Evangely, to be administered by you, the said answers being distinctly and plainly wrote; and when you shall have so taken the said answers, you are to send the same closed up, under your seal, together with your certificate of your having assigned and appointed such guardian, as aforesoid, and the writ unto us in our said chancery.

Witness the honorable Alexander Contee Hanson, chancellor, this 8th day of July, Anno Domino, 1800.

SAMUEL HARVEY HOWARD,
Reg. Cur. Can.

The answer of Marcia Burns, an infant under twenty-one years, by William Mayne Duncanson, her guardian, to the bill of complaint of Isaac Pollock, complainant.

The defendant now, and at all times hereafter, to herself all manner of advantage from the errors in the bill, for answer thereunto saith, that she doth believe the several allegations in the said bill to be true, but being under age, prays that her interest may be protected.

PRINCE GEORGE'S COUNTY, *ss.*

Then appeared William Mayne Duncanson, the above named guarnian, before me, the commissioner named in the annexed commission, and made oath that the above answer was true to the best of his knowledge.

ROBERT BRENT.

Sept. 4th 1800,

PRINCE GEORGE'S COUNTY.

I hereby certify, and return to the chancellor, that, in obedience to the annexed commission, I did on the 29th day of August, 1800, go to the house of the said Marcia Burnes, the infant named in the said commission, and did then and there appoint William Mayne Duncanson to be guardian to the said infant, according to the said commission, and that I did, on the fourth day of September, take the answer of the said infant, upon the corporal oath of the said guardian, by me then and there administered, which answer I herewith return annexed.

Given under my hand and seal, this 4th day of September, 1800.

ROBERT BRENT. [SEAL.]

And afterwards, to wit, on the first day of November, in the year eighteen hundred, the chancellor passed his decree in the said cause, in the words following:

ISAAC POLLOCK, vs. MARCIA BURNES. } In Chancery—October Term, 1800.

This cause, standing ready for hearing, and being submitted, the bill, answer, exhibits, and all the proceedings, were by the chancellor read and considered, and the parties, by their solicitors, having agreed that the chancellor should decree as follows: and the said agreement appearing to him reasonable and proper, it is thereupon, this first day November, one thousand eight hundred, by Alexander Contee Hanson, chancellor, and by the authority of this court, ordered, adjudged, and decreed, that upon the complainant's securing to the satisfaction of the chancellor, to be paid unto such person as the chancellor shall appoint, for the benefit of and in trust for the defendant, Marcia Burnes, or offer representative of David Burnes, deceased, the sum of ten thousand four hundred and seventy-one pounds eighteen shillings and one penny, current money, with interest thereon from the date of this decree, on the seventeenth day of April, one thousand eight hundred and four, and also, the punctual payment of interest annually, on the said sum of money; the defendant, by William Mayne Duncanson, her guardian, and shall convey unto the said complainant, Isaac Pollock, and his heirs, in fee, by good and sufficient deed or deeds, to be duly executed, acknowledged and recorded, that property in the city of Washington, mentioned in the complainant's bill, to wit: In square numbered one hundred and forty-four, lots number fourteen and fifteen; in square number one hundred and seventy-three, lots number twenty, twenty-one and twenty-two; in square number two hundred and twenty-six, lots number six and seven; in square number two hundred and twenty-seven, lots number three, six and seven; in square number two hundred and fifty-seven, lots number seven, eight and nine; in square number two hundred and ninety, lot number four; in square number two hundred and ninety-one, lot number nine; in square number two hundred and ninety-three, lots number four and fourteen, in square number three hundred and twenty-two, lots number four, eleven and twelve; in square number three hundred and twenty-three, lots number three and thirteen; in square number three hundred and forty-eight, lots number seven, eight and seventeen; in square number three hundred and forty-nine, lots number three, four and five; in square number three hundred and seventy-seven, lots number two and three; in square number three hundred and seventy-eight, lots number two and six; in square number four hundred and fifty-seven, lots number two, three, four and seventeen; in square number four hundred and eighty-nine, lots number ten and eleven; in square number four hundred and ninety, lots number fifteen, sixteen, nineteen, twenty and twenty-three; in square number four hundred and ninety-one, lots number thirteen, fourteen and fifteen; in square number five hundred and thirty-three, lots number three, fourteen, eighteen and nineteen; in square number one hundred and seventy-three, lot number two; in square number two hundred and twenty-six, lots number two, three, four and five; in square number

two hundred and twenty-seven, lots number two, ten, eleven, fourteen and fifteen; in square number two hundred and fifty-five, lots number one, two, six and seven; in square number two hundred and fifty-six, lots number one, two, three, six and seven; in square number two hundred and fifty-seven, lot number ten; in square number two hundred and fifty-eight, lots number three, four, eight, nine, thirteen, fourteen, seventeen and eighteen; in square number two hundred and eighty-eight, lots number one, two, three, twenty-four, twenty-five and twenty-six; in square number two hundred and ninety, lot number nine; in square number two hundred and ninety-one, lots number ten and eleven; in square number two hundred and ninety-three, lots number five, six, fifteen, nineteen and twenty; in square number three hundred and twenty-two, lot number ten; in square number three hundred and twenty-three, lots number four, seven and fourteen; in square number three hundred and seventy-eight, lots number nine, ten, eleven, twenty-two and twenty-three; in square number four hundred and thirty, lots number twelve and fourteen; in square number four hundred and eighty-nine, lots number seven, eight, fourteen and fifteen; and in square five hundred and thirty-three, lots number twenty-two, twenty-three and twenty-four, amounting in the whole, to one hundred and six standard lots, and three thousand three hundred and thirty-eight square feet: provided, that liberty be, and is hereby reserved for the infant defendant to show cause, within six months, after she shall have attained the full age of twenty-one years, if such infant shall attain such full age, and also for the heirs of such infant, if such infant shall not so long live, in six months after the decease of such infant, if the said heirs shall then be of full age, and if such heirs shall not then be of full age, in six months after such heirs shall have attained his, her or their full age, why such conveyance ought not to have been ordered or directed; and on sufficient cause being shown as aforesaid, the infant aforesaid, or her heirs, shall be entitled to and have a reconveyance by order or decree of the said court, of the said lands, tenements or heriditaments, by whomsoever claimed or possessed, by, from, or under the conveyance made by such infant aforesaid; and also a full account of the rents and profits thereof, of or from the person or persons who shall have received the same; and no conveyance by the aforesaid guardian shall be effectual, if made without security given as aforesaid.

A. C. HANSON,
Chancellor.

In behalf of the parties, we, their solicitors, did consent and request that the above decree should pass.

JNO. M. GANTT,
ARTHUR SHOAFF.
For Deft.

And afterwards, to wit, on the fifteenth day of May, in the year eighteen hundred and one, the said complainant, by his solicitor, aforesaid, filed in the said cause a petition in the words following:

To the honorable Alexander Contee Hanson, Chancellor of Maryland:

The petition of Isaac Pollock, showeth, that your petitioner heretofore obtained a decree in this court, against Marcia Burnes, whereby, among other things, it was adjudged that he should secure to the satisfaction of the chancellor, to be paid to Ann Burnes, the administratrix of David Burnes, on the 17th day of April, 1804, the sum of ten thousand and four hundred and seventy-one pounds eighteen shillings and one penny, current money, with interest thereon, from the date of the said decree, as by the said decree will more fully appear. That, in the lifetime of said David Burnes, your petitioner proposed to him, and it was agreed, that the following parcels of land should be charged with the payment of the money so decreed, to wit: about three hundred acres lying in Montgomery county, called "Fruit Hill;" four hundred and sixty-four and a half acres lying in Frederick county, part of Monococy manor, and eight hundred and fifty acres lying in Westmoreland county, on Potomac river; that your petitioner is still desirous of performing the agreement so made, and proposes to charge the same as security for paying the said sum with interest, according to the decree of this court. That he has no means in his power to satisfy the chancellor as to the value of the said lands, unless by a commission to be issued to some discreet persons, judges of the value thereof, to estimate the same and report their opinion to the court. He therefore, prays that a commission for that purpose, may issue to some persons in Montgomery and Frederick county, and also to some persons in Westmoreland county, in Virginia, upon whose report the conscience of the court may be satisfied, and your petitioner enabled to give the security which is contemplated by said decree; and your petitioner will pray.

ISAAC POLOCK.

We have considered the above petition, and have no objections to the commissions issuing as prayed, and we recommend to the chancellor, Thomas Semm Lee, Benjamin Stoddert, and Leonard Mackall, of Montgomery county, William Campbell, Doct. Philips Thomas and Henry Ridgley Warfield, of Frederick county, in Maryland, and William P. Flood, John James Maund, and Joseph Fox, of Westmoreland county, State of Virginia, as fit persons, for commissioners.

ANN BURNES, mother of
MARCIA BURNES.

W. M. DUNCANSON,
Guardian.

On which petition, the chancellor passed an order, in the words following:

ISAAC POLOCK,
vs.
MARCIA BURNES. } In Chancery, May 26th, 1801.

The chancellor having, by the decree passed in this cause, decreed the conveyance of the property therein mentioned, upon the complainant, Isaac Polock, securing to the satisfaction of the chancellor, the sum of ten thousand four hundred and seventy-one pounds eighteen shillings and one penny, current money, with interest from the date of the decree.

Ordered, by consent, that the complainant shall have liberty to secure the payment of the aforesaid sum of money, by a mortgage of three several tract or parcels of land; one called Fruit Hills, lying in Montgomery county; containing about three hundred acres, another containing about four hundred and sixty-four and a half acres, lying in Frederick county, being part of Monococy manor, and another parcel of land lying in Westmoreland county, Virginia, so far as the said land shall be sufficient to secure the said sum of money, and that Thomas Sun Lee, Benjamin Stoddert and Leonard Mackall, shall be commissioners to value the land in Montgomery county; that William Campbell, John McPherson, and Henry Ridgley Warfield, shall be commissioners to value the land in Frederick county, and that William P. Flood, John James Maund, and Joseph Fox, shall be commissioners to value the land in Westmoreland county, and that commissions shall respectively issue to the persons above named, authorizing them, or any two of them, to value the said lands, and their report to this court, to which commission there shall be annexed an oath of office; and further ordered, that the said commissioners, before they proceed to value the said lands, shall inquire into the title of the complainant in the same, and shall make a report thereon, together with their proceedings.

A. C. HANSON, *Chancellor.*

It is agreed that this order shall be passed by the chancellor.

ARTHUR SHOAFF,
For the Defendant.
ISAAC POLOCK.

And thereupon, commissions were severally issued as directed by said order.

And afterwards, to wit, on the twenty-first day of October, in the year eighteen hundred and one, the said commissions were severally returned in the words and of the tenor following:

MARYLAND, sc.

The State of Maryland, to William Campbell, John McPherson, and Henry Ridely Warfield, of Frederick county, *greeting*:

Whereas, in pursuance of an agreement filed in the high court of chancery of Maryland, between Isaac Polock, complainant, and Marcia Burnes, defendant, it was this day adjudged and ordered, that commissions should issue to certain persons, authorizing and empowering them to view and appraise three several tracts of land, to wit: one in Montgomery county called Fruit Hills, one other tract or parcel of land lying in Frederick county, being part of Monococy manor, and other tract of land in Westmoreland county, in the State of Virginia, and that before the said commissioners should proceed to value and appraise the said lands, they should inquire into the title of the complainant in and to the said lands. Know ye, therefore, that in pursuance of the said order, we have given unto you or a majority of you, full power and authority to go upon the said tract of land in Frederick county, and view the same; and after having taken the oath hereunto annexed, to inquire into the title of the complainant in and to the same, and to value and appraise the same in current money, and when you shall have made the said inquiry into the title of the complainant, and valued and appraised the said tract of land in current money, you, or such two of you as shall act, stating fully your proceeding in the premises, with this commission, to our high court of chancery, with all convenient speed.

Witness the honorable Alexander Contee Hanson, chancellor, this twenty-sixth day of May, in the year of our Lord one thousand eight hundred and one.

SAMUEL HEARVY HOWARD,
Reg. Cur. Can.

COMMISSIONER'S OATH.

William Campbell and John McPherson, you make oath on the Holy Evangely of Almighty God, that you will faithfully inquire into the title of the complainant to the land mentioned in the within commission, and value and appraise the same in current money, without favor or partiality to any of the parties, and in all things act according to the directions of the commission, according to the best of your skill and judgment, so help you God.

Sworn before me, a justice of the peace, for the county of Frederick, this 27th August, 1801.

JOHN JOHLEY.

In virtue of a commission issued from the high court of chancery, of the 26th day of last May, to William Campbell, John McPherson, and Henry R. Warfield, or any two of them, to inquire into the title of Isaac Polock to a tract or parcel of land lying in Frederick county, and also, to value and appraise the same. We, the subscribers, do hereby certify that after having taken the oath annexed to the said commission, as will appear by reference being had thereto, we have examined into the title of said Polock to the said property and consider it a good one; subject to the payment of four thousand dollars,

to Nathan Levi, as appears by the chancellor's decree, in February, 1800. We do also certify that we have been on the said tract or parcel of land, and viewed the same, and are of opinion that it is worth in current money of Maryland, three thousand one hundred and twenty-three pounds ten shillings.

In witness whereof, we have hereunto annexed our hands and seals, this 27th day of August, 1801.

WILLIAM CAMPBELL. [SEAL.]
JOHN McPHERSON. [SEAL.]

Fredericktown.

MARYLAND, SC.

The State of Maryland, to Thomas Sun Lee, Benjamin Stoddert, and Leonard Mackall, *greeting:*

Whereas, in pursuance of an agreement filed in the high court of chancery of Maryland, between Isaac Pollock, complainant, and Marcia Burnes, defendant, it was this day adjudged and ordered, that commissions should issue to certain persons authorizing and empowering them to view and appraise three several tracts of land, to wit: one in Montgomery county, called "Fruit Hills," one other tract or parcel of land lying in Frederick county, being part of Monococy manor, and one other tract of land in Westmoreland county, in the State of Virginia, and that before the said commissioners should proceed to value and appraise the said lands, they should inquire into the title of the complainant, in and to the said lands. Know ye, therefore, that in pursuance of the said order, we have given unto you, or a majority of you, full power and authority to go upon the said tract of land in Montgomery county, called Fruit Hills, and view the same, and after having taken the oath hereunto annexed, to inquire into the title of the complainant in and to the same, and to value and appraise the same in current money, and when you shall have made the said inquiry into the title of the complainant, and valued and appraised the said tract of land in current money, you, or such two of you as shall act, are to return a certificate of the same under your hands and seals, of such two of you as shall act, stating fully your proceedings in the premises, with this commission, to our high court of chancery, with all convenient speed.

Witness the honorable Alexander Contee Hanson, chancellor, this twenty-sixth day of May, in the year of our Lord one thousand eight hundred and one.

SAMUEL HARVEY HOWARD,
Reg. Cur. Can.

COMMISSIONER'S OATH.

You make oath on the Holy Evangely of Almighty God, that you will faithfully inquire into the title of the complainant to the land mentioned in the within commission, and value and appraise the same in

current money, without favor or partiality to any of the parties, and in all things act according to the directions of the said commission, according to the best of your skill and judgment, so help you God.

County of Washington, District of Columbia.

On this third day of June, one thousand eight hundred and one, Thomas Sim Lee, Benjamin Stoddert, and Leonard Mackall, the within named commissioners, appeared before me, a justice of the peace, in the county aforesaid, and took the oath above described.

THS. CORCORAN.

Agreement made and entered into this twenty-eighth day of April, 1801, between Charles Lowndes and Isaac Polock, as follows:

Charles Lowndes agrees, for the purpose of releasing a mortgage which he now holds on said Pollock's farm, that said Pollock may give the same as security to the estate of David Burnes, to take in leiu thereof a mortgage on the following lots, to secure him, as well for his being said Pollock's endorser at bank for any sum he may have to pay in consequence thereof, as to secure him for a sum due him on private account, the whole amount being near six thousand dollars, viz: lots nine, ten and eleven, containing fourteen thousand and eleven and three quarters square feet, in square two hundred and ninety-one; also lot number ten, in square three hundred and twenty-two, containing four thousand eight hundred and seventy-seven and a half; also lots three, four, seven and fourteen, in square three hundred and twenty-three, containing sixteen thousand two hundred and sixty-two and a quarter feet; also lots two, three, four, five, six and seven, in square two hundred and twenty-six, containing twenty-nine thousand and seventeen square feet; also lots twelve and fourteen, containing seven thousand five hundred square feet; in square four hundred and thirty; also lots four, five, six, fourteen, fifteen, nineteen and twenty; in square two hundred and ninety-three, containing thirty-four thousand and sixty-seven and three quarters square feet, and lot three in square two hundred and fifty-eight, containing three thousand nine hundred and sixty-three square feet, making in the whole one hundred and nine thousand six hundred and ninety-nine and one quarter square feet, on the following conditions and terms; that the said Isaac Polock shall, within twelve months from the date hereof, pay the said Charles Lowndes his private account, and either pay the said amount to the bank, for which he is now endorser, or get an endorser in lieu of him, which shall be approved by the directors of said bank, so as to exonerate said Charles Lowdes, at any time within said period; and further, that the said Charles Lowndes will release any part of the lots intended to be mortgaged on the said Isaac Polock's paying him, on his private account, any part of his demand, or paying to the bank any part of the sum for which he is endorser, in such proportion as such payment bears to the whole amount, for which these lots are held in security, at the time of the said Isaac Polock's making the payment aforesaid, and to the above and foregoing stipulations, the

said Isaac Polock agrees; and no impediment shall exist on the part of either to bring this business to a final close.

Witness our hands and seals the day and year first above written.

CHA. LOWNDES. [SEAL.]
ISAAC POLOCK. [SEAL.]

Signed and sealed in the presence of
W. M. DUNCANSON.
DAVID POLOCK.

It is further understood, that Isaac Polock is to pay the discounts regularly to the bank.

ISAAC POLOCK.

Witness:
W. M. DUNCANSON,
DAVID POLOCK.

The amount due the bank, and the private account as mentioned herein, near sixteen thousand dollars, is from a supposition of its being that amount. The actual sum is to be ascertained, and such mentioned in the mortgage, 28th April, 1801.

CHA. LOWNDES.

WASHINGTON COUNTY—*District of Columbia*, June 3d, 1801.

We, the subscribers, in pursuance of the order of the high court of chancery, of Maryland, hereunto annexed, after taking the oath prescribed, proceeded to examine into the title of Isaac Polock, to two tracts or parcels of land, being parts of two tracts of land called "Magruder's Purchase," and addition to resurvey on "Magruder's Purchase," but since known by the name of "Fruit Hills," and found that the same has been conveyed to the said Isaac Polock, by a deed of general warrantee, from Thomas Johnson of Frederick county, duly recorded, and that the same was conveyed by good and sufficient deeds, duly recorded to Thomas Johnson, by Archibald and Edward Magruder, the former proprietors. It appears, however, that this land is now under mortgage from Isaac Polock to Charles Lowndes, who is willing to release the mortgage, on the conditions contained in his agreement hereto annexed. Having taken this view of the title, which we believe to be good, with the exception of the incumbrance to Charles Lowndes, and having viewed the land, we proceeded to fix a value upon it, and all concurred in the opinion that it is worth twenty dollars per acre; or five thousand nine hundred and ten dollars for the whole tract.

In witness whereof, we have hereunto set our hands *as* seals.

THOS. S. LEE. [SEAL.]
BEN. STODDERT. [SEAL.]
L. MACKALL. [SEAL.]

MARYLAND, *sc.*

The State of Maryland to William P. Flood, John James Maund, and Joseph Fox, of Westmoreland county, in the Commonwealth of Virginia, greeting:

Whereas, in pursuance of an agreement, filed in the high court of chancery of Maryland, between Isaac Polock, complainant, Marcia Burnes, defendant, it was this day adjudged and ordered that commissions should issue to certain persons, authorizing and empowering them to view and appraise three several tracts of land to wit: one in Montgomery county, in the State of Maryland, called "Fruit Hills;" one other tract or parcel of land, lying in Frederick county, in the said State, being part of Monocy manor; and one other tract or parcel of land in Westmoreland county, in the Commonwealth of Virginia; and that before said commissioners should proceed to value and appraise said lands, they should inquire into the title of the complainant in and to the said lands.

Know ye, therefore, that in pursuance of the said order, we have given unto you, or a majority of you, full power and authority to go upon the said tract of land, in Westmoreland county, in the Commonwealth of Virginia, and view the same, and after having taken the oath hereunto annexed, to inquire into the title of the complainant in and to the same, and to value and appraise the same in current money, and when you shall have made the said inquiry into the title of the complainant, and valued and appraised the same in current money, you, or such two of you as shall act, are to return a certificate of the same under your hands and seals, or the hands and seals of such two of you as shall act, stating fully your proceedings in the premises, with this commission to our high court of chancery with all convenient speed.

Witness the honorable Alexander Contee Hanson, chancellor, this twenty-sixth day of May, in the year of our Lord one thousand eight hundred and one.

SAMUEL HARVEY HOWARD.
Reg. Cur. Can.

COMMISSIONERS' OATH.

You make oath on the Holy Evangels of Almighty God, that you will faithfully inquire into the title of the complainant to the land mentioned in the within commission, and value and appraise the same in current money, without favor or partiality to any of the parties, and in all things act according to the directions of the said commission, according to the best of your skill and judgment, so help you God.

WESTMORELAND COUNTY—*State of Virginia.*

Personally appeared William P. Flood, and Joseph Fox, junr. Esquires, two of the persons named in this commission, and being

duly sworn, agreeably to the oath above desbribed, proceeded to report on the title and valuation of the premises therein mentioned, the said report being hereunto annexed.

In testimony whereof, I have hereunto set my hand and seal, this 4th day of July, 1801.

JAS. HARVEY.

WESTMORELAND COUNTY—*State of Virginia, sc.*

I do hereby certify, that the within named James Harvey is an acting justice of the peace for this county, and due faith and credit is to be given as such.

JOS. FOX, Jun.
C. W. C.

This indenture, made and entered into, this first day of November, 1799, between Henry Lee and Ann, his wife, of Stratford, in the county of Westmoreland and State of Virginia, of the one part, and Isaac Polock, of the city of Washington, in the Territory of Columbia and State of Maryland, of the other part, witnesseth: that the said Henry Lee and Ann, his wife, for and in consideration of the sum of five thousand and one hundred pounds, current money of Virginia, to them in hand paid by the said Isaac Polock, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, and thereof the said Henry Lee and Ann, his wife, doth hereby acquit the said *Henry* Polock, his heirs, executors, administrators, and assigns; they, the said Henry Lee and Ann, his wife, have bargained and sold, and, by these presents, do bargain and sell unto the said Isaac Polock, and his heirs and assigns, all that tract or parcel of land, with the appurtenances, situated in the parish of Westmoreland, and county of Westmoreland aforesaid, whereon Spencer Munroe formerly lived, containing five hundred and forty acres of land, be the same more or less, which said land was by Garvin Corbin purchased from James Munroe; and also one other tract or parcel of land adjoining the former, purchased by the said Garvin Corbin from Thomas S. Phreshly, and containing three hundred and twelve and one third acres of land, more or less, with all ways, waters, water courses, tenements, and hereditaments thereunto belonging, or in any wise appertaining, all of which will be fully explained by reference to the deed of Garvin Corbin and Elizabeth, his wife, to the said Henry Lee, dated the first day of April, in the present year, and admitted to record, will fully and at large appear amongst the records of the county court of Westmoreland aforesaid; to have and to hold the aforesaid tracts or parcels of land, together with all ways, waters, water courses, tenements, and hereditaments thereunto belonging, or in any wise appertaining, unto him, the said Isaac Polock, and his heirs and assigns forever; and the said Henry Lee, for himself and his heirs, executors and administrators, covenant, promise, and agree, to and with the said Isaac Polock, and his heirs, executors, and administrators, that he has good right and title to convey the said land,

with its appurtenances, in the manner as herein is done, to him, the said Isaac Polock, and his heirs and assigns, and that he, the said Henry Lee and his heirs, will forever warrant and defend the aforesaid land, with the appurtenances unto him, the said Isaac Polock, and his heirs and assigns, not only against him, the said Henry Lee, and his heirs, but against the claim of all and every person or persons whatsoever.

In witness whereof, they, the said Henry Lee and Ann his wife, have hereunto set their hands and affixed their seals, the day and year first above written.

HENRY LEE. [SEAL.]
ANN LEE. [SEAL.]

Signed, sealed, and delivered in our presence,
CATESBY JONES,
JOHN CAMPBELL,
FOSHEE G. TEBBS.

THE COMMONWEALTH OF VIRGINIA

To John Murphy, Walter Nurse, and Wm. Sparks:

Whereas, Henry Lee and Ann, his wife, by their certain indenture of bargain and sale, bearing date the first day of November, 1799, have sold and conveyed unto Isaac Polock, certain tracts or parcels of land in the county of Westmoreland; and whereas, the said Ann cannot conveniently travel to our court house to make acknowledgment of the said conveyance, therefore, we do give unto you, or any two or more of you, power to receive the acknowledgment which she, the said Ann, shall be willing to make before you, of the conveyance aforesaid, contained in the said indenture, which is hereunto annexed; and we do, therefore, command you, that you do personally go to the said Ann, and receive her acknowledgment of the same, and examine her privately and apart from the said Henry Lee, her husband, whether she doth the same freely and voluntarily, without his persuasions or threats, and whether she be willing that the same should be recorded in our said county court of Westmoreland aforesaid; and when you have received her acknowledgment, examined her as aforesaid, that you distinctly and openly certify us thereof, in our said county court, under your seals, sending then there the said indenture and this writ.

Witness Joseph Fox, jun. clerk of our said county court, the 2d day of November, 1799, and in the 23d year of the Commonwealth.

JOS. FOX, Jun.

At a court held for Westmoreland, the 1st day of November, 1799.

The within indenture of bargain and sale, from Henry Lee and Ann, his wife, to Isaac Polock, was acknowledged in court by the said Henry Lee, and ordered to be recorded.

Test:

JOS. FOX, Jun.
C. W. C.

WESTMORELAND COUNTY, *sct.*

We, the subscribers, in conformity to the annexed commission from the high court of chancery of thes State of Maryland, being first duly sworn, as therein directed, have inquired into the title of certain tracts or parcels of land lying in the parish of Washington, county Westmoreland, and Commonwealth of Virginia, belonging to Isaac Polock, and we find that the same was conveyed to him, the said Pollock, by a deed of general warrantee, duly executed by General Henry Lee and Ann, his wife, bearing date the first day of Novemher, 1799, and recorded in due form, in the record books of the aforesaid county, as will appear by the clerk's certificate hereto annexed; and believe the said Isaac Polock to have a good and sufficient title therein, the same tracts of land containing eight hundred and sixty-two and one-third acres, and in our estimation is worth twenty dollars per acre, amounting to seventeen thousand two hunhundred and forty-six dollars and sixty-six cents.

Witness our hands and seal, this 4th day of July, 1801.

WILLIAM P. FLOOD. [SEAL.]
JOSEPH FOX, Jun. [SEAL.]

And afterwards, to wit, on the twenty-fourth day of October, in the year eighteen hundred and one, there were filed in said cause, certain vouchers of the tenor following:

Whereas, Isaac Polock heretofore filed in the chancery court of Maryland a bill against Robert Morris, John Harvey and wife, and Nathan Levy, and obtained a decree for the conveyance of certain lands lying in Frederick county, being part of Monococy manor, and which lands, by the said decree, were charged and incumbered with the payment of the sum of one thousand dollars, with interest thereon to the said Nathan Levy, as by reference to the proceedings in the said chancery court will more fully appear; and as the said Isaac Polock hath fully satisfied the said sum of one thousand dollars, with interest thereon, to the said Levy; now, therefore, I, the said Nathan Levy, do hereby release, acquit, and forever discharge, the said Isaac Polock, his heirs, executors, and administrators, of and from the said sum of money, with all interest thereon due, and exonerate the said lands from the said charge and incumbrance, hereby acknowledging the receipt of the said sum and interest thereon due.

Witness my hand and seal this day of October, 1801.

NATHAN LEVY [SEAL.]

Signed, sealed, and delivered in presence of
J. M. GANTT.

This indenture, made this twentieth day of October, in the year of our Lord one thousand eight hundred and one, between Charles Lowndes, of Georgetown, in the District of Columbia, of the one part, and Isaac Polock, of Montgomery county, of the other part, witnesseth: That the said Charles Lowndes, in consideration of the sum of five shillings, to him in hand paid by the said Isaac Polock, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath remised, released, and forever quit claim, and by these presents doth remise, release, and forever quit claim, unto the said Isaac Polock, his heirs and assigns, all those two tracts of land, being parts of two tracts, lying adjoining to each other, and called Magruder's Purchase, the other called addition to Magruder's Purchase, lying in Montgomery county, and containing two hundred and ninety-five acres, and half an acre, the same being now called "Fruit Hill," and being the land heretofore conveyed by Thomas Johnson, Esq. of Frederick county, to the said Isaac Polock, and by the said Isaac Polock mortgaged to the said Charles Lowndes, by the records of Montgomery county, reference being thereto had, will more fully and at large appear, together with all the estate, right, title, claim, and demand, both in law and in equity, of the said Lowndes, of, in, and to the same. To haveand to hold the land and premises aforesaid, with the appurtenances aforesaid, unto the said Isaac Polock, his heirs and assigns, forever, to his and their only use and behoof.

In testimony whereof, the said Charles Lowndes hath hereunto set his hand and affixed his seal, the day and year first aforesaid.

CHA. LOWNDES. [SEAL.]

Signed, sealed, and delivered in presence of
NATHAN LEVY.

Received of Isaac Polock, this 20th day of October, 1801, the within mentioned sum of five shillings, current money.

Test: CHA. LOWNDES.
NATHAN LEVY.

WESTERN SHORE OF MARYLAND, *sct.*

On this 20th day of October, eighteen hundred and one, Charles Lowndes, the within named grantor, personally appeared before me, one of the judges of the general court, and acknowledged this indenture to be his act and deed, delivered for the uses within mentioned.

Acknowledged before
JOHN DONE.

ISAAC POLOCK
vs.
MARCIA BURNES.

Isaac Polock makes oath on the Holy Evangelist of Almighty God, that the property which he has offered as security, under the decree of the chancellor, between him the said Isaac Polock, and the said Marcia Burnes, the defendent, on the first day of November, 1800, is

fully sufficient to secure the money mentioned in the said decree. This deponent further saith, that the said property is not directly or indirectly mortgaged, encumbered, or in any other way secured, to the best of his knowledge.

Sworn before me, one of the aldermen of the city of Annapolis, this 24th day of October, 1801.

SAMUEL HARVEY HOWARD.

ISAAC POLOCK *vs.* MARCIA BURNES. } In Chancery.

We do hereby agree and consent to accept of the security by the complainant, under the decree of the chancellor lately passed in the in the above cause.

ANN BURNES,
MARCIA RURNES.
W. M. DUNCANSON.

Witness.
S. HANSON, of Samuel,
JOHN OAKLLY,
JOHN WATSON.

I hereby certify, that the above instrument of writing was prepared by me, as solicitor for the complainant, on same day of October, 1801, so that it must have been subscribed since that day.

ARTHUR SHAAF.

October 24th, 1801.

And afterwards, to wit, on the twenty-sixth day of October, eighteen hundred and one, the chancellor passed his decree in the premises, in the words following.

ISAAC POLOCK *vs.* MARCIA BURNES. } In Chancery, October 26, 1801.

The chancellor having examined the return of the commissioners appointed by the three several commissions to value the land offered by the plaintiff for security to the defendant, Marcia Burnes; and each of the several reports of the said commissioners being satisfactory to the chancellor, with respect to the title of the plaintiff, and value of the lands; and the plaintiff having discharged the incumbrances reported to be on some of the said lands, as appears by the respective deeds, or instruments of writing, of Charles Lowndes and Nathan Levy, lately filed; and the consent and approbation, in writing, required by the chancellor, of the defendant, Marcia Burnes, and of her mother, Ann Burnes, and of her guardian in this suit, William Mayne Duncanson, together with the plaintiff's affidavit, relative to the said title, being also here filed; it is thereupon, and at the earnest desire, as it appears, of all parties concerned, adjudged, ordered, and decreed, by Alexander Contee Hanson, chancellor, that

the security offered by the plaintiff be, and it is hereby, approved; and that, upon the complainant's executing, acknowledging, and having received, agreeably to the laws of Maryland and Virginia, respectively, a good deed, or good deeds, indented, whereby he shall give, grant, bargain, and sell, and convey, unto Marcia Burnes and her heirs, the lands in Montgomery county, mentioned in one of the said commissions, called Fruit Hills, about three hundred acres; the land mentioned in another of the said commissions, lying Frederick county, part of Monococy Manor, about four hundred acres; and the land in Westmoreland county, Virginia, mentioned in the other commission, and described more particularly by the report of the commissioners, with a condition, in the deed or deeds, that the said deed or deeds, and conveyance, shall be void, provided the said complainant, Isaac Polock, shall pay unto the defendant, Marcia Burnes, who is stated to be above the age of sixteen years, for the benefit of herself, and in trust for no other person, the sum of ten thousand four hundred and seventy-one pounds, eighteen shillings, and one penny; shall pay the said sum, with interest, as aforesaid, or to her legal representative, (in case of her decease,) on or before the seventeenth day of April, eighteen hundred and four, with six per cent. interest thereon, from the first day of November last to the time of payment; and shall also, on the seventeenth day of April next, pay to the said Marcia, or her legal representative, (in case of her death,) so much of the said interest as shall be due on the seventeenth day of April next; and shall also, on the seventeenth day of April, eighteen hundred and three, pay to her, or her representative, in case of her decease, one year's interest; the defendant, Marcia Burnes, by William Mayne Duncanson, her guardian, shall execute a conveyance to the complainant, Isaac Polock, and his heirs, as directed by the decree in this cause, passed on the first day of November last: but there is reserved to the said defendant liberty to show cause, &c. as by the said is directed, and no conveyance, by the aforesaid guardian, shall be effectual, to pass any land belonging to the defendant, until the complainant shall have executed and acknowledged a deed or deeds, conveying to the defendant and her heirs, all the lands directed by this decree to be conveyed, in mortgage, unto her and her heirs. And it is further decreed that, on the complainant's failing to pay interest, as herein directed, on the seventeenth day of April next, or in the year eighteen hundred and three, on application to the chancellor, and proof, to his satisfaction, of demand of the said interest, the chancellor shall pass a decree, appointing a trustee, who shall receive a commission, as is usual in sales under decrees, for selling such part of the mortgaged lands, as the chancellor shall think necessary, for ready money, or money to be paid on the day of ratifying the sale, which shall be full five weeks after the report.

A. C. HANSON, *Chan'r.*

And afterwards, to wit, on the tenth day of November, in the said year, eighteen hundred and one, the chancellor, with consent of the parties, passed an order in the premises, in the words following:

ISAAC POLOCK,
vs.
MARCIA BURNES. } In Chancery, November 10th, 1801.

The chancellor having, on the twenty-sixth day of October last passed, passed a decree, thereby directing the defendant, Marcia Burnes, to convey certain property to the complainant, Isaac Polock, upon his, the complainant, executing a deed, or deeds, for certain property therein mentioned, to secure to the defendant the sum of ten thousand four hundred and seventy-one pounds, eighteen shillings, and one penny, with interest, upon the terms and in the manner therein stated. And the said sum of money being for money due on a contract between the complainant and David Burnes, the father of the defendant, in his life time, and it being reasonable that Ann Burnes, the widow of the said David Burnes, and mother of the defendant, should have her legal proportion of the said money: therefore, ordered, with consent, that the deed, or deeds, to be executed by the complainant, under and by authority of the decree aforesaid, shall be conditioned for the payment of one-third of the aforesaid sum of money unto Ann Burnes, upon the same terms, and in the same manner, and in all respects conformably to the said decree, and the said deed or deeds shall, in all other respects, be agreeably to the said decree, and to have the same effect.

A. C. HANSON, *Chan'r.*

We agree that the order shall pass.

ARTHUR SHAAFF,
for Defendant.
ISAAC POLLOCK.

MARYLAND, *Sct.*

I hereby certify that the aforegoing is a true copy of the proceedings of the court of chancery of Maryland, in the said cause now remaining of record in the office of the said court.

In testimony whereof, I hereunto subscribe my name, and affix the great seal of the said State, this twenty-third day of November, in the year of our Lord eighteen hundred and thirty-six.

[L. S.] RAMSEY WATERS,
Reg. Court Chancery.

MARYLAND, *Sc.*

I, Theodorick Bland, chancellor of the State of Maryland, do hereby certify, that Ramsay Waters, whose name is subscribed to the foregoing certificate, is register of the court of chancery in the said State; that the said certificate and attestation is in due form, and that faith and credit ought to be given to the same.

Given under my hand, the great seal of the State having been first annexed to the paper, on the twenty-third day of November, in the year of our Lord eighteen hundred and thirty-six.

[L. S.] THEODORICK BLAND.

DEED FROM I. POLOCK TO M. BURNES.

Deed from Isaac Polock to Marcia Burnes, referred to in defendant's first exception, p.

This indenture, made this thirteenth day of November, in the year of our Lord one thousand eight hundred and one, between Isaac Polock, of the city of Washington, gentlemen, of the one part, and Marcia Burnes, daughter and only child ot David Burnes, late of the said city, deceased, of the other part.

Whereas, the said Isaac Polock, on the seventeenth day of May, in the year eighteen hundred, did prefer a petition to the Chancellor, setting forth, that he had contracted and agreed with the said David Burnes, for the purchase of so many lots in the said city, as should amount, at the rate of two hundred and fifty dollars per standard lot, to the sum of ten thonsand pounds, which said sum of ten thousand pounds was to be paid with interest in five years from the seventeenth day of April, seventeen hundred and ninety-nine; that the said Isaac Polock afterwards made his selection of so many lots as amounted at the rate of two hundred and fifty dollars per standard lot to the sum of nine thousand nine hundred and ninety-seven pounds three shillings and four pence, the division of the lots in the said city not admitting of a selection to amount to the exact sum of ten thousand pounds, that the lots so selected by the said Isaac Polock in pursuance of his contract and agreement with the said David Burns, were as follows, to wit:

In square No. 144, lots 14, 15. In square No. 173, lots No. 20, 21, 22. In square No. 226, lots No. 6, 7. In square No. 227, lots No. 3, 6, 7. In square No. 257, lots No. 7, 8, 9. In square No. 293, lots No. 4, 14. In square No. 322, lots 4, 11, 12. In No. 323, lots 3, 13. In square No. 348, lots No. 7, 8, 17. In square No. 349, lots 3, 4, 5. In square No. 377, lots No. 2, 3. In square No. 378, lots No. 2, 6. In square No. 457, lots No. 2, 3, 4, 17. In square No. 489, lots No. 10, 11. In square No. 490, lots No. 15, 16, 19, 20, 23. In square No. 491, lots No. 13, 14, 15, and in square 533, lots No 3, 14, 18, 19. In square No. 173, lot No. 2. In square No. 226, lots No. 2, 3, 4, 5. In square No. 227, lots No. 2, 10, 11, 14, 15. In square No. 255, lots No. 1, 2, 6, 7. In square No. 256, lots No. 1, 2, 3, 6, 7. In square No. 257, lot No. 10. In square No. 258, lots No. 3, 4, 8, 9, 13, 14, 17, 18. In square No. 288, lots No. 1, 2, 3, 24, 25, 26. In square No. 290, lot No. 9. In square No. 291, lots No. 10, 11. In square 293, lots No. 5, 6, 15, 19, 20. In square No. 322, lot No. 10. In square No. 323, lots No. 4, 7, 14. In square No. 378, lots No. 9, 10, 11, 22, 23. In square No. 430, lots No. 12, 14. In square No. 489, lots 7, 8, 14, 15, and in square No. 533, lots No. 22, 23, and 24; also setting forth, that the said David died before executing any conveyance for the said lots or parcels of ground, leaving an only child, named Marcia Burnes, who, at the time of her father's death, and at the time of preferring the petition aforesaid, was an infant under the age of twenty-one years, and praying by the said petition, that the said Marcia

Burnes might be compelled in the usual manner to convey the said lots with their appurtenances unto the said Pollock. And the said Marcia Burnes, by William Mayne Duncanson, her guardian, appointed by Robert Brent, in pursuance of a commission to him directed by the Chancellor for that purpose, having answered the said petition and the matters and things set forth in the said petition, and answer having been fully examined and inquired into by the Chancellor, it was by him accordingly adjudged, ordered, and decreed, on the first day of November, in the year eighteen hundred; that on the said Isaac Polock's securing, to the satisfaction of the Chancellor, to be paid unto such person as the Chancellor should appoint, for the benefit of, and in trust for the said Marcia Burnes, or other representative of the said David Burnes, deceased, the sum of ten thousand four hundred and seventy-one pounds eighteen shillings and one penny, current money, being the amount of the principal and interest then due, with interest on the said amount from the date of the said decree, on the seventeenth day of April, one thousand eight hundred and four; and also the payment of the interest, annually, on the said sum of money; the said Marcia Burnes, by William Mayne Duncanson, her guardian, should convey unto the said Isaac Polock and his heirs, in fee, by a good and sufficient deed or deeds, to be duly executed, acknowledged, and recorded, the aforesaid several lots of ground, in the city of Washington aforesaid, which said several lots of ground are particularly mentioned and described in the said decree. It was further adjudged, ordered, and decreed by the Chancellor, on the twenty-sixth day of October, eighteen hundred and one, that upon the said Isaac Polock's executing, acknowledging, and having recorded, agreeably to the laws of Maryland and Virginia, respectively, a good deed or good deeds, indented, whereby he should give, grant, bargain, and sell and convey unto the said Marcia Burnes, and her heirs, the lands mentioned and referred to in the said decree, with a condition in the said deed or deeds, that the said deed or deeds and conveyance should be void, provided the said Isaac Polock should pay unto the said Marcia Burnes, for the benefit of herself, and in trust for no other person, the sum of ten thousand four hundred and seventy-one pounds eighteen shillings and one penny, and should pay the said sum, with interest as aforesaid, or to the legal representative of the said Marcia Burnes, (in case of her decease,) on or before the seventeenth day *of* of April, eighteen hundred and four, with six per cent. interest from the first day of November, 1800, to the time of payment; and should also on the seventeenth day of April, 1802, pay to the said Marcia Burnes, or her legal representative, (in the case of her decease,) so much of the said interest, as should be due on the seventeenth day of April, 1802, and should also on the seventeenth day of April, 1803, pay to the said Marcia Burnes, or her legal representative, (in case of her decease,) one year's interest; the said Marcia Burnes, by William Mayne Duncancan, her guardian, should execute a conveyance to the said Isaac Polock, and his heirs, as directed by the said degree, passed on the first day of November, eighteen hundred, and it was also adjudged, ordered, and decreed, by the

Chancellor, on the tenth day of November, eighteen hundred and one, that the deed or deeds, to be executed by the said Polock, under and by authority of the decree aforesaid, passed the twenty-sixth day of October, eighteen hundred and one, should be conditioned for the payment of one-third of the aforesaid sum of money unto Ann Burnes, the mother of the said Marcia Burnes, upon the same terms, in the same manner, and in all respects conformably to the said last mentioned decree, passed on the twenty-sixth day of October, eighteen hundred and one, as aforesaid; and that the said deed or deeds should, in all other respects, be agreeably to the said decree, and to have the same effect as by the said petition and decrees remaining amongst the proceedings of the high court of chancery, reference being thereunto, will more fully appear.

Now, this indenture witnesseth: that the said Isaac Polock, for and in consideration of the premises, and also of the sum of five shillings, to him in hand paid, by the said Marcia Burnes, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, enfeoffed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, enfeoff, and confirm unto the said Marcia, and her heirs forever, the following two tracts or parcels of land, being parts of two tracts of land, situate, lying, and being in Montgomery county, in the State of Maryland, called Magruder's Purchase, and addition to resurvey on Magruder's Purchase, but lately known and distinguished by the name of Fruit Hills, containing by estimation two hundred and ninety-five acres and one-half acre of land, which said two tracts or parcels of land were conveyed to Thomas Johnson, of Frederick county, by Archibald and Edward Magruder, the former proprietors, and by the said Thomas Johnson to the said Isaac Polock, as by a deed from the said Archibald and Edward Magruder to the said Thomas Johnson, and by a deed from the said Thomas Johnson to the said Isaac Polock, recorded amongst the land records of Montgomery county, reference being thereunto had, will appear; and also, the following tracts or parcels of land, being part of Monococy Manor, situate, lying, and being in Frederick county, in the State of Maryland, to wit: one moiety of a tract of land, containing two hundred and nine acres, being lot No. 35, which was granted by the State of Maryland to Joseph Montgomery and John Harvie, by patent, bearing date the fourth day of April, seventeen hundred and eighty-seven; and also, one other lot, No. 69, granted by the State of Maryland to John Harvie, by patent, bearing date the fourth day of April, seventeen hundred and eighty-seven, containing eighty-five acres; and also, one other lot, No. 25, granted by the State of Maryland to John Harvie, by patent, bearing date the twelfth day of June, seventeen hundred and eighty-seven, containing one hundred and seventeen acres, which said tracts or parcels of land were conveyed by John Harvie and wife to Robert Morris, on the eighteenth day of July, seventeen hundred and ninety-two, and were purchased by the said Isaac Polock from the said Robert Morris, pursuant to an agreement entered into by them, the said Isaac Polock and Robert Morris,

bearing date the thirteenth day of April, seventeen hundred and ninety-seven, which said lands were afterwards, on the petition of the said Isaac Polock in writing to Alexander Contee Hanson, Esquire, Chancellor, ordered and decreed, on the eighteenth day of June, eighteen hundred, to be conveyed to the said Isaac Polock, the said John Harvie and Robert Morris, as by the said petition and order remaining amongst the proceedings of the high court of chancery, reference being thereunto had, will fully appear; all which said last mentioned several tracts or parcels of land and lots of ground, being part of Monococy Manor aforesaid, containing together by estimation four hundred and sixty-four acres and one half acre of land, with all and singular the appurtenances, to the aforesaid several tracts, or parcels of land and lots of ground belonging, or in any wise appertaining. To have and to hold the said several tracts or parcels of land and lots of ground hereby conveyed or meant, mentioned, or insended hereby so to be, and every part and parcel thereof, with all and singnlar the appurtenances, to the same belonging, or in any wise appertaining, unto the said Marcia Burnes and her heirs forever: provided always, and the true intent, and meaning of these presents is, that if the said Isaac Polock shall well and truly pay, or cause to be paid, unto the said Marcia Burnes, for the benefit of herself, and in trust for no other person, the sum of six thousand nine hundred and eighty-one pounds, five shillings and four pence, current money, and shall pay the said sum, with interest, from the first day of November, eighteen hundred, on the seventeenth day of April, one thousand eight hundred and four, or to the legal representative of the said Marcia Burnes, (in case of her decease) with six per cent. interest thereon, from the said first day of November, eighteen hundred, to the time of payment, and shall also on the seventeenth day of April, eighteen hundred and two, pay to the said Marcia Burnes, or her legal representative, (in case of her decease) the sum of three thousand four hundred and ninety pounds twelve shillings and eight pence, current money, on the seventeenth day of April, one thousand eight hundred and four, with six per cent. interest thereon, from the said first day of November, 1800, to the time of payment, and shall also on the seventeenth day of April, eighteen hundred and two, pay to the said Ann Burnes, or her legal representative, (in case of her decease) so much of the said interest as shall be due on the said sum of three thousand four hundred and ninety pounds twelve shillings and eight pence, on the said eighteenth day af April, eighteen hundred and two; and shall also, on the seventeenth day of April, eighteen hundred and three, pay to her, the said Ann Burnes, or to her legal representative, (in case of her decease) one year's interest on the said last mentioned sum of three thousand four hundred and ninety pounds twelve shillings and eight pence, that then this present indenture, and every matter, clause, and thing herein contained, shall cease, determine, and be void, and of no effect, any thing herein contained to the contrary thereof, in any wise, notwithstanding, and the said Isaac Polock, for himself, his heirs, executors, and administrators, doth hereby cove-

nant, promise, and agree, to and with the said Marcia Burnes, her executors, administrators, and assigns, by these presents, that he, the said Isaac Polock, his heirs, executors, or administrators, shall and will well and truly pay, or cause to be paid, to the said Marcia Burnes, or (in case of her decease) to her legal representative, the sum of six thousand nine hundred and eighty-one pounds five shillings and four pence, at the day and time mentioned for payment thereof, with interest thereon, to be paid as aforesaid; and, also, unto the said Ann Burnes, the sum of three thousand four hundred and ninety pounds twelve shillings and eight pence, at the day and time mentioned for payment thereof, with interest, to be paid as aforesaid, according to the true intent and meaning of these presents; and the said Isaac Polock, for himself, his heirs, executors, and administrators doth hereby further covenant and agree to and with the said Marcia Burns, that all and singular the above mentioned land and premises hereby conveyed, or meant, mentioned, or intended, so to be, and every part and parcel thereof, shall stand, be, and remain, as a security for the said sum of six thousand nine hundred and eighty-one pounds five shillings and four pence, to be paid to the said Marcia Burnes as aforesaid, together with the interest that shall grow due thereon; and that the said Isaac Polock shall not be in any manner entitled to a reconveyance, release, or redemption, of the above mentioned lands and premises, hereby conveyed, or meant, mentioned, or intended, so to be, or any part or parcel thereof, until he shall have paid and satisfied the said Marcia Burnes, or to her legal representative, (in case of her decease) the aforesaid sum of six thousand nine hundred and eighty-one pounds five shillings and four pence, with interest thereon as aforesaid; and, also, to the said Ann Burnes, the aforesaid sum of three thousand four hundred and ninety pounds twelve shillings and eight pence, or to the legal representative of the said Ann Burnes, in case of her decease, with interest as aforesaid; which said two sums of six thousand nine hundred and eighty-one pounds, five shillings and four pence, and three thousand four hundred and ninety pounds, twelve shillings andeight pence, amount, together, to the sum ten thousand four hundred and seventy-one pounds eighteen shillings, and one penny, herein before mentioned.

In witness whereof, the said Isaac Polock hath hereunto set his hand and seal the day and year first above written.

ISAAC POLOCK. [SEAL.]

Signed, sealed, and delivered in presence of
G. DUVALL.

At the foot of the aforegoing deed was thus written, to wit:

Received the day of the date of the aforegoing indenture, the sum of five shillings, being the consideration money therein mentioned to be paid.

ISAAC POLOCK.

Witness:
WILLIAM G. DUVALL.

MARYLAND, *sc.*

Be it remembered, that on the thirteenth day of November, in the year of our Lord eighteen hundred and one, come Isaac Polock, before me, one of the judges of the general court of the State of Maryland, and acknowledged the aforegoing instrument of writing to be his act and deed; and the lands and premises therein mentioned, and intended to be bargained and sold thereby, with all and singular the premises thereto belonging, to be the right, title, and estate, of the within named Marcia Burnes, her heirs and assigns, according to the true intent and meaning thereof.

Taken and certified by

G. DUVALL.

Recorded the 13th day of November, 1801.

MARYLAND, *sc.*

I hereby certify that the foregoing is a full and true copy, taken from liber J. G. No. 6, folios 184, 185, 186, 187, 188, 189 190, and 191, one of the land records of the late general court, for the Western Shore of Maryland, deposited in, and belonging to, the office of the court of appeals, for the Western Shore of said State.

In testimony whereof, I hereunto subscribe my name and affix the seal of the said court of appeals, this twelfth day of December, in the year of our Lord one thousand eight hundred and thirty-six.

[L. S.]

RICHARD W. GILL,
Clerk of Court of Appeals, W. S. Md.

MARYLAND, *sc.*

I, John Buchanan, chief judge of the State of Maryland, for the court of appeals, hereby certify that Richard W. Gill is clerk of the said court of appeals for the Western Shore, and that the annexed attestation is in due form, and by the proper officer.

Given under my hand and seal. this twelfth day of December, in the year of our Lord one thousand eight hundred and thirty-six.

J. BUCHANAN. [SEAL.]

DEED FROM I. POLOCK TO M. BURNES.

Deed from Isaac Polock to Marcia Burnes, referred in *in* defendants 1st exception, p.

This indenture, made this 16th day of November, in the year of our Lord 1801, between Isaac Polock, of the city of Washington, gentleman, of the one part, and Marcia Burnes, daughter, and only child, of David Burnes, late of the said city, deceased, of the other part. Whereas, the said Polock, on the 17th day of May, in the year 1800, did prefer a petition to the chancellor, setting forth that he had contracted and agreed with the said David Burnes, for the

purchase of so many lots in the said city, as should amount, at the rate of two hundred and fifty dollars per standard lot, to the sum of ten thousand pounds; which said sum of ten thousand pounds was to be paid, with interest, in five years, from the 17th day of April, 1799; that the said Isaac Polock afterwards made his selection of so many lots as amounted, at the rate of $250 per standard lot, to the sum of £997 3 4; the division of the lots in the said city not admitting a selection to amount to the exact sum of ten thousand pounds; that the lots so selected by the said Isaac Polock, in pursuance of his contract and agreement with the said David Burnes, were as follows, to wit: in square No. 144, lots 14, 15; in square No. 173, lots No. 20, 21, 22; in square No. 226, lots No. 6, 7; in square No. 257, lots 7, 8, 9; in square No. 227, lots 3, 6, 7; in square No. 290, lot No. 4; in square No. 291, lot No. 9; in square No. 293, lot No. 4, 14; in square No. 322, lots 4, 11, 12; in square No. 323, lots 3, 13; in square No. 348, lots No. 7, 8, 17; in square No. 349, lots 3, 4, 5; in square No. 377, lots No. 2, 3; in square No. 378, lots No. 2, 6; in square No. 457, lots No. 2, 3, 4, 17; in square No. 489, lots No. 10, 11; in square No. 490, lots No. 15, 16, 19, 20, 23; in square No. 491, lots No. 13, 14, 15; and in square 533, lots No. 3, 14, 18, 19; in square No. 173, lot No. 2; in square No. 226, lots No. 2, 3, 4, 5; in square No. 227, lots No. 2, 10, 11, 14, 15; in square No. 255, lots No. 1, 2, 6, 7; in square No. 256, lots No. 1, 2, 3, 6, 7; in square No. 257, lot No. 10; in square No. 258, lot No. 3, 4, 8, 9, 13, 14, 17, 18; in square No. 288, lots No. 1, 2, 3, 24, 25, 26; in square No. 290, lot No. 9; in square No. 291, lots No. 10, 11; in square No. 293, lots No. 5, 6, 15, 19, 20; in square No. 322, lot No. 10; in square No. 323, lots No. 4, 7, 14; in square No. 378, lots No. 9, 10, 11, 22, 23; in square *square* No. 430, lots No. 12, 14; in square 489, lots No. 7, 8, 14, 15; and in square No. 533, lots No. 22, 23, and 24. Also setting forth, that the said David Burnes died before executing any conveyance for the said lots, or parcels of ground, leaving an only child, named Marcia Burnes, who, at the time of her father's death, and at the time of preferring the petition aforesaid, was an infant, under the age of twenty-one years, and praying, by the said petition, that the said Marcia Burnes might be compelled, in the usual manner, to convey the said lots, with their appurtenances, unto the said Polock, and the said Marcia Burnes, by William Mayne Duncanson, her guardian, appointed by Robert Brent, in pursuance of a commission, to him directed, by the chancellor, for that purpose, having answered the said petition, and the matters and things set forth in the said petition, and answer having been fully examined, and inquired into, by the chancellor.

It was by him accordingly, ordered, adjudged, and decreed, on the first day of November, in the year 1800, that on the said Isaac Polock's securing to the satisfaction of the chancellor, to be paid unto such person as the said chancellor should appoint, for the benefit of, and in trust for the said Marcia Burnes, or other representative of the said David Burnes, decd. the sum of ten thousand, four hundred, and seventy one pounds, eighteen shillings, and one penny, current mon-

ey, being the amount of the principal and interest then there due, with interest on the said amount from the date of the said decree, on the 17th day of April, one thousand eight hundred and four, and also, the payment of the interest annually, on the said sum of money, the said Marcia Burnes, by William Mayne Duncanson, her guardian, should convey unto the said Isaac Polock and his heirs, in fee by a good and sufficient deed, or deeds, to be duly exeeuted, acknowledged, and recorded, the aforesaid several lots of ground, in the City of Washington aforesaid, which said several lots of ground are particularly mentioned and described in the said decree. It was further adjudged, ordered, and decreed, by the chancellor, on the 26th day of October, 1801, that upon the said Isaac Polock's executing, acknowledging, and having recorded, agreeably to the laws of Maryland and Virginia, respectively, a good deed or deeds indented, whereby he should give, grant, bargain, and sell and convey unto the said Marcia Burnes, and her heirs, the lands mentioned and referred to in the said deeree, with a condition in the deed or deeds, that the said deed or deeds, and conveyance should be void, provided the said Isaac Polock should pay unto the said Marcia Burnes, for the benefit of herself, and in trust for no other person, the sum of ten thousand four hundred and seventy-one pounds, eighteen shillings, and one penny, and should pay the said sum, with legal interest as aforesaid, or to the legal representative of the said Marcia Burnes, (in case of her decease,) on or before the 17th day of April, 1804, with six per cent. interest thereon, from the first day of November, 1800, to the time of payment, and should also, on the 17th day of April, 1802, pay to the said Marcia Burnes or her legal representative, (in case of her decease) so much of the said interest as should be due on the 17th day of April, 1802, and should also, on the 17th day of April, 1803, pay to the said Marcia Burnes or her legal representative, (in case of her decease) one year's interest, the said Marcia Burnes, by William Mayne Duncauson, her guardian, should execute a conveyance to the said Isaac Polock, and his heirs, as directed by the said decree, passed on the 1st day of November, 1800; and it is also adjudged, ordered, and decreed, by the chancellor, on the 10th day of November, 1801, that the deed or deeds, to be executed by the said Polock, under and by authority of the decree aforesaid, passed the 26th day of October, 1801, should be conditioned for the payment of one-third of the aforesaid sum of money, unto Ann Burnes, the mother of the said Marcia Burnes, upon the said terms, in the same manner, and in all respects conformably to the said last mentioned decree, passed on the 26th day of October, 1801, as aforesaid; and that the said deed or deeds should in all other respects be agreeably to the said decree, and to have the same effect as by the said petition and decrees, remaining amongst the proceedings of the high court of chancery, reference being thereto had, will more fully appear.

Now this indenture witnesses: that the said Isaac Polock, for and in consideration of the premises, and also of the sum of five shillings, to him in hand paid by the said Marcia Burnes, at or before the ensealing or delivery of these presents, the receipt whereof is hereby acknow-

ledged, hath granted, bargained, sold, aliened, released, enfeoffed and confirmed, and by these presents doth grant, bargain, sell, alien, release, enfeoff, and confirm unto the said Marcia Burnes, and her heirs forever, the following two tracts or parcels of land, lying and being in the parish of Washington, in the county of Westmoreland, and Commonwealth of Virginia; to say, that tract or parcel of land whereon Spencer Munroe formerly lived, containing five hundred and fifty acres of land, which was conveyed by James Munroe to Garvin Corbin, by deed of conveyance, duly executed, and acknowledged, and recorded in the land records of said county of Westmoreland, and that tract or parcel of land adjoining the former, purchased by said Garvin Corbin from Thomas L. Threshly, containing, by estimation, three hundred and twelve acres and one-third acres of land; which two tracts or parcels of land, contain together, by estimation, eight hundred and sixty-two and one-third acres of land, and was conveyed by the said Garvin Corbin and Elizabeth his wife, by deed duly executed, on the 1st day of April, 1799, to Henry Lee, Esq. and by the said Henry Lee and wife, was conveyed to Isaac Polock, by deeds duly executed, on the 1st day of November, 1799, as by the records of said county of Westmoreland, reference being thereunto had, will more fully appear; with all and singular the appurtenances of the aforesaid two tracts, pieces, or parcels of land, belonging, or in any wise appertaining; to have and to hold the said two tracts, pieces, or parcels of land hereby conveyed, meant, mentioned, or intended to be, and every part and parcel thereof, with all and singular the appurtenances to the same belonging, or in any wise appertaining, unto the said Marcia Burnes, and his heirs forever: provided always, and the true intent and meaning of these presents is, that, if the said Isaac Polock do, and shall well and truly pay, or cause to be paid unto the said Marcia Burnes, for the benefit of herself, and in trust for no other person, the sum of six thousand nine hundred and eighty-one pounds five shillings and four pence, current money, and shall pay the said sum with interest, from the 1st day of November, 1800, on the 17th day of April, 1804, or to the legal representative of the said Marcia Burnes, (in case of her decease) with six per cent. interest thereon, from the said 1st of November, 1800, to the time of payment; and shall also, on the 17th day of April, 1802, pay to the said Marcia Burnes, or her legal representative, (in case of her decease) so much of the said interest as shall be due on the said sum of £6,981 5 4 on the said 17th day of April, 1802, and shall also, on the 17th day of April, 1803, pay to the said Marcia Burnes, or to her legal representative, (in case of her decease) one year's interest on the said last mentioned sum: and also, that he, the said Isaac Polock, shall pay or cause to be paid to Ann Burnes, or to the legal representative of the said Ann Burnes, (in case of her decease) the sam of £3,490 12 8, current money, on the 17th day of April, 1804, with six per cent. interest thereon, from the said 1st day of November, 1804, to the time of payment; and shall also, on the 17th day of April, 1802, pay to the said Ann Burnes or her legal representative, (in case of her decease) so much of the said interest as shall be due on the said sum of £3,490 12 8 on the said 17th day of April, 1802; and shall, also, on the 17th day of April,

1803, pay to her, the said Ann Burnes, or to her legal representative, (in case of her decease) one year's interest on the said last mentioned sum of £3,490 12 8, that, then, this present indenture, and every matter, clause, and thing therein contained, shall cease, determine, and be void and of no effect, any herein thing contained to the contrary thereof, in any wise, notwithstanding; and the said Isaac Polock, for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree, to and with the said Marcia Burnes, her executors, administrators, and assigns, by these presents, that he, the said Isaac Polock, his heirs, executors, or administrators, shall and will well and truly pay, or cause to be paid, unto the said Marcia Burnes, or (in case of her decease) to her legal representative, the sum of £6,981 5 4 at the day and time mentioned for payment thereof, with interest thereon, to be paid as aforesaid; and, also unto the said Ann Burnes, the sum of £3,490 12 8, at the day and time mentioned, for payment thereof, with interest to be paid as aforesaid, according to the true intent and meaning of these presents, and the said Isaac Polock, for himself, his heirs, executors, and administrators, doth hereby further covenant and agree to and with the said Marcia Burnes, that all and singular the above mentioned lands and premises, hereby conveyed, or meant, mentioned or intended, hereby, to be, and every part and parcel thereof, shall stand, be, and remain, as a security for the said sum of £6,981 5 4, to be paid to the said Marcia Burnes as aforesaid, together with the interest that shall grow due thereon; and that the said Isaac Polock shall not be in any manner entitled to a reconveyance, release, or redemption of the above mentioned lands and premises, hereby conveyed, or meant, mentioned, or intended to be conveyed, or any part or parcel thereof, until he shall have paid and satisfied to the said Marcia Burnes, or to her legal representative, (in case of her decease) the aforesaid sum of £6,981 5 4, with the interest thereon as aforesaid; and, also, to the said Ann Burnes, the aforesaid sum of £349 12 8, or to the legal representative of the said Anne Burnes, (in case of her decease) with interest as aforesaid, which said two sums of £6,981 5 4, and £3,490 12 8, amount, to gether, to the sum of £10,147 18 1, hereinbefore mentioned.

In witness whereof, the said Isaac Polock hath hereunto set his hand and seal, the day and year first above written.

ISAAC POLOCK. [SEAL]

Signed, sealed, and delivered in presence of }
DAVID POLOCK, DANIEL REINTZFLL. }

Received, the day of the date of the aforegoing indenture, the sum of five shillings, being the consideration money therein mentioned to be paid.

ISAAC POLOCK.

Witness:
DAVID POLOCK,
DANIEL REINTZELL.

CORPORATION OF GEORGETOWN,

District of Columbia,

On the 16th day of November, in the year 1801, personally appeared before me the undersigned Daniel Reintzell, mayor of the corporation of Georgetown aforesaid, Isaac Polock, party to within indenture, bearing date herewith, and acknowledged the same as his act and deed, according to the true intent and meaning thereof.

In testimony whereof, I, the said Daniel Reintzell, mayor of the corporation of Georgetown aforesaid, have hereunto set my hand and affixed my seal of mayoralty the date last above written.

DANIEL REINTZELL,
Mayor of the corporation of Georgetown.

At a court held for Westmoreland county, the 28th day of December, 1801, the aforegoing deed of Mortgage from Isaac Polock to Marcia Burnes was presented in court; and it appearing to the court, from the attestation of Daniel Reintzell, mayor of the corporation of Georgetown, that the said deed has been legally acknowledged by the said Isaac Polock, it is ordered, that the same be here entered of record.

Teste:

JOS. FOX, Jun. *C. W. C.*

STATE OF VIRGINIA,

Westmoreland County, to wit:

I, William Huntt, clerk of the county court of Westmoreland, in the State aforesaid, do hereby certify that the foregoing is a true copy from the records of the said court.

In testimony whereof, I have hereunto signed my name, and affixed the seal of the said court, the 14th day of December, 1836, in the sixty-first year of the Commonwealth.

[L. S.] WILLIAM HUNTT, *C. C.*

DEED FROM WM. M. DUNCANSON ADM. OF M. BURNES TO I. POLOCK.

Deed from William Mayne Duncanson, guardian of Marcia Burnes, to Isaac Polock, referred to in defendant's 1st exception, p. .

At the request of Isaac Polock, the following deed was recorded the 27th day of April, 1802.

This indenture, made the twelfth day of January, in the year of our Lord eighteen hundred and two, between Marcia Burnes, daughter, and only child, of David Burnes, late of the city of Washington, deceased, by her guardian in this case, William Mayne Duncanson, of the one part, and Isaac Polock, of the said city of Washington, of the other part: whereas, the said Isaac Polock did, in the life time of the said David Burnes, agree to purchase from him a certain number of lots in the said city of Washington, to the full amount of ten thousand pounds, current money of Maryland, at the rate of two hun-

dred and fifty dollars pr. standard lot, payable in five years from the seventeenth day of April, seventeen hundred and ninety-nine, with lawful interest thereon; and the said David Burnes dying before the said lots were conveyed, in fee simple, to the said Isaac Polock, and the security, as agreed on, received, for the securing the amount aforesaid, principal and interest, the said Isaac Polock, on the seventeenth day of May, in the year eighteen hundred, did prefer a petition, in writing, to Alexander Contee Hanson, Esquire, chancellor of the State of Maryland, setting forth that he had contracted and agreed with the said David Burnes for the purchase of so many lots in the said city as should amount, at the rate of two hundred and fifty dollars pr. standard lot, to the sum of ten thousand pounds, which said sum of ten thousand pounds was to be paid, with interest, in five years from the seventeenth day of April, seventeen hundred and ninety-nine; that the said Isaac Polock afterwards made his selection of so many lots as amounted, at the rate of two hundred and fifty dollars per standard lot, to the sum of nine thousand nine hundred and ninety-seven pounds three shillings and four pence, the division of the lots in the said city not admitting of a selection to amount to the exact sum of ten thousand pounds; that the lots so selected by the said Isaac Polock, in pursuance of his contract and agreement with the said David Burnes, were as follows, to wit: in square No. one hundred and forty-four, lots fourteen and fifteen; in square No. one hundred and seventy-three, lots No. twenty, twenty-one, and twenty-two; in square No. two hundred and twenty-six, lots No. six and seven; in square No. two hundred and twenty-seven, lots No. three, six, and seven; in square No. two hundred and fifty-seven, lots seven, eight, and nine; in square No. two hundred and ninety, lot No. four; in square No. two hundred and ninety-one, lot No. nine; in square No. two hundred and ninety-three, lot number four and fourteen; in square No. three hundred and twenty-two, lots No. four, eleven, and twelve; in square three hundred and twenty-three, lots No. three and thirteen; in square No. three hundred and forty-eight, lots No. seven, eight, and seventeen; in square three hundred and forty-nine, lots No. three, four, and five; in square No. three hundred and seventy-seven, lots No. two and three; in square No. three hundred and seventy-eight, lots No. two and six; in square No. four hundred and fifty-seven, lots No. two, three, four, and seventeen; in square No. four hundred and eighty-nine, lots No. ten and eleven; in square four hundred and ninety, lots No. fifteen, sixteen, nineteen, twenty, and twenty-three; in square No. four hundred and ninety-one, lots No. thirteen, fourteen, and fifteen; and in square five hundred and thirty-three, lots No. three, fourteen, eighteen, and nineteen; in square No. one hundred and seventy-three, lot No. two; in square No. two hundred and twenty-six, lots No. two, three, four, and five; in square No. two hundred and twenty-seven, lots No. two, ten, eleven, fourteen, and fifteen; in square No. two hundred and fifty-five, lots No. one, two, six, and seven; in square No. two hundred and fifty-six, lots No. one, two, three, six, and seven; in square No. two hundred and fifty-seven, lot No. ten; in square No.

o hundred and fifty-eight, lot No. three, four, eight, nine, thirteen, fourteen, seventeen, and eighteen; in square No. two hundred and eighty-eight, lots No. one, two, three, twenty-four, twenty-five, and twenty-six; in square No. two hundred and ninety, lot No. nine; in square No. two hundred and ninety-one, lots No. ten, eleven; in square No. two hundred and ninety-three, lots No. five, six, fifteen, nineteen, and twenty; in square No. three hundred and twenty-two, lot No. ten; in square No. three hundred and twenty-three, lots No. four, seven, and fourteen; in square No. three hundred and seventy-eight, lots No. nine, ten, eleven, twenty-two, and twenty-three; in square No. four hundred and thirty, lots number twelve and fourteen; in square four hundred and eighty-nine, lots No. seven, eight, fourteen, and fifteen; and in square No. five hundred and thirty-three, lots No. twenty-two, twenty-three, and twenty-four: also, setting forth that the said David Burnes died before executing any conveyance for the said lots or parcels of ground, leaving an only child, named Marcia Burnes, who, at the time of her father's death, and at the time of preferring the petition aforesaid, was an infant, under the age of twenty-one years, and praying, by the said petition, that the said Marcia Burnes might be compelled, in the usual manner, to convey the said lots, with their appurtenances, unto the said Polock; and the said Marcia Burnes, by William Mayne Duncanson, her guardian, appointed by Robert Brent, in pursuance of a commission, to him directed by the chancellor for that purpose, having answered the said petition, and the matter and things set forth in the said petition, and answer having been fully examined and required into by the Chancellor, it was by him accordingly adjudged, ordered and decreed, on the first day of November in the year eighteen hundred, that on the said Isaac Polock's securing to the satisfaction of the Chancellor, to be paid unto such person as the Chancellor should appoint, for the benefit of and in trust for the said Marcia Burnes or other representative of the said David Burnes, deceased, the sum of ten thousand four hundred and seventy one pounds eighteen shillings and one penny, current money, being the amount of the principal and interest then due, with interest on the said amount from the date of the said decree, on the seventeenth day of April, one thousand eight hundred and four; and, also, the payment of the interest, annually, on the said sum of money, the said Marcia Burnes, by William Mayne Duncanson, her guardian, should convey unto the said Isaac Polock, and his heirs, in fee, by good and sufficient deed or deeds, to be duly executed, acknowledged and recorded, the aforesaid several lots of ground in the city of Washington aforesaid, which said several lots of ground are particularly mentioned and described in the said decree. It was further adjudged, ordered, and decreed by the chancellor, on the twenty-sixth day of October, eighteen hundred and one, that upon the said Isaac Polock's executing, acknowledging and having recorded, agreeably to the laws of the State of Maryland and Virginia, respectively, a good deed or deeds, indented, whereby he should give, grant, bargain and sell, and convey unto the Marcia Burnes, and her heirs, the lands mentioned and referred to in the said decree, with a condition

in the deed or deeds, that the said deed or deeds and conveyances should be void, provided the said Isaac Polock should pay unto the said Marcia Burnes, for the benefit of herself, and in trust for no other person, the sum of ten thousand four hundred and seventy one pounds eighteen shillings and one penny, and should pay the said sum, with interest as aforesaid, or to the legal representative of the said Marcia Burnes, in case of her decease, on or before the seventeenth day of April, eighteen hundred and four, with six per cent. interest thereon, from the first day of November, eighteen hundred, to the time of payment; and should also, on the seventeenth day of April, eighteen hundred and two, pay to the said Marcia Burnes, or her legal representative, (in case of her decease) so much of the said interest as should be due on the said seventeenth day of April, eighteen hundred and two; and should also, on the seventeenth day of April, eighteen hundred and three, pay to the said Marcia Burnes, or her legal representative, (in case of her decease) one year's interest; the said Marcia Burnes, by William Mayne Duncanson, her guardian, should execute a conveyance to the said Isaac Polock, and his heirs, as directed by the said decree, passed on the first day of November, eighteen hundred; and it was also adjudged, ordered and decreed, by the chancellor, on the tenth day of November, eighteen hundred and one, that the deed or deeds to be executed by the said Polock, under and by authority of the decree aforesaid, passed the twenty-sixth day of October, eighteen hundred and one, should be conditioned for the payment of one-third of the aforesaid sum of money, unto Anne Burnes, the mother of the said Marcia Burnes, upon the said terms, in the same manner, and in all respects conformably to the said last mentioned decree, passed on the twenty-sixth day of October, eighteen hundred and one, as aforesaid, and that the said deed or deeds should, in all respects, be agreeably to the said decree, and to have the same effect as by the said petition and decrees remaining amongst the proceedings of the high court of chancery, reference being thereunto had, will more fully appear. Now, this indenture witnesseth: that the said Marcia Burnes, by her said guardian, William Mayne Duncanson, and in consideration of the said Isaac Polock having, by good and sufficient deeds, secured and mortgaged the lands and premises hereinbefore mentioned, conformably to the several decrees of the chancellor herein recited, and having had the same recorded in due form, as will be seen by a reference to the general court of the Western Shore of Maryland, for the lands lying in said State, and to the office for recording deeds in the county of Westmoreland, and Commonwealth of Virginia, for the lands lying in said State; and, also, for the further sum of five shillings now in hand paid, by the said Isaac Polock, to the said Marcia Burnes, at or before the ensealing and delivery of these presents, the receipt whereof, is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, and confirmed, and, by these presents doth grant, bargain, sell, alien, enfeoff and confirm, unto the said Isaac Polock, and his heirs, forever, all those several lots of land known and distinguished in the plan of the City of Washington, as follows: Lots fourteen and fifteen in square one hundred and forty-

four; lots twenty, twenty one and twenty two, in square one hundred and seventy three; lots six and seven in square two hundred and twenty six; lots three, six, seven, in square two hundred and twenty seven; lots seven, eight and nine in square two hundred and fifty seven; lot four in square two hundred and ninety; lot nine, in square two hundred and ninety one; lots four and fourteen, in square two hundred and ninety-three, lots four, eleven and twelve, in square three hundred and twenty-two; lots three and thirteen, in square three hundred and twenty-three; lots seven, eight and seventeen, in square three hundred and forty-eight; lots three, four and five, in square three hundred and forty-nine; lots two and three, in square three hundred and seventy-seven; lots two and six, in square three hundred and seventy-eight; lots two, three, four, and seventeen, in square four hundred and fifty-seven; lots ten and eleven, in square four hundred and eighty-nine; lots fifteen, sixteen, nineteen, twenty, and twenty-three, in square four hundred and ninety; lots thirteen, fourteen and fifteen, in square four hundred and ninety-one; lots three, fourteen, eighteen and nineteen, in square five hundred and thirty-three; lot No. two, in square one hundred and seventy-three; lots two, three, four and five, in square two hundred and twenty-six; lots two, ten, eleven, fourteen and fifteen, in square two hundred and twenty seven; lots one, two, six and seven, in square two hundred and fifty-five; lots one, two, three, six and seven, in square two hundred and fifty-six; lot No. ten, in square two hundred and fifty-seven; lot three, four, eight, nine, thirteen, fourteen, seventeen and eighteen, in square two hundred and fifty-eight; lots one, two, three, twenty-four, twenty-five and twenty-six, in square two hundred and eighty-eight; lot No. nine, in square two hundred and ninety; lot ten and eleven, in square two hundred and ninety-one; lots five, six, fifteen, nineteen and twenty, in two hundred and ninety-three; lot No. ten, in square three hundred and twenty-two; lots four, seven and fourteen, in square three hundred and twenty-three; lots nine, ten, eleven, twenty-two and twenty-three, in square three hundred and seventy-eight; lots twelve and fourteen, in square four hundred and thirty; lots seven, eight, fourteen and fifteen, in square four hundred and eighty-nine, and lots twenty-two, twenty-three, and twenty-four, in square five hundred and thirty-three, with all and singular the hereditaments, members and appurtenances, to the said several lots belonging, or in any wise appertaining; to have and to hold all and singular the hereby conveyed lots and premises, with the appurtenances, to the said Isaac Polock, his heirs and assigns, to his and their own proper use and behoof, forever. And the said Marcia Burnes, by William Mayne Duncanson, her guardian, for herself, her heirs, executors and administrators, doth hereby covenant and agree to and with the said Isaac Polock, his heirs and assigns, in manner following, that is to say: That the said Marcia, and her heirs, will at all times hereafter warrant and defend the said lots hereby conveyed to the said Isaac Polock, his heirs and assigns, against all persons and claims whatsoever, and that the said Marcia Burnes and her heirs, and all persons claiming under them, will at all times hereafter, at the warrantable request and proper

costs and charges, in *in* the law, of the said Isaac Polock, his heirs and assigns, make, do, execute, and acknowledge all such other lawful acts, deeds, things, conveyances, acknowledgments and assurances in the law, for the more perfect assurance and conveyance of the hereby conveyed or intended to be conveyed lots and premises, with the appurtenances, to the said Isaac Polock, his heirs and assigns, according to the true intent and meaning of this indenture, as shall be by the said Isaac Polock, his heirs or assigns, or his or their counsel, learned in the law, advised or required.

In witness whereof, the said Marcia Burnes, by William Mayne Duncanson, her guardian in this case, hath hereunto set her hand and seal, the day and year first before written.

W. M. DUNCANSON, [SEAL.]
Guardian for
MARCIA BURNES.

Signed, sealed and delivered in presence of
ALEX. WHITE,
JOHN OAKLEY.

DISTRICT OF COLUMBIA,
Washington County, to wit:

On the 12th day of January, 1802, William Mayne Duncanson, as guardian for Marcia Burnes in this case, as above named, came before me, the subscriber, one of the commissioners appointed under the act of Congress, entitled an act for establishing the temporary and permanent seat of the Government of the United States, and acknowledged this indenture to be his act and deed, as guardian aforesaid, and thereby the act and deed of the said Marcia, and delivered for the uses within mentioned, according to the acts of assembly in such case made and provided.

Acknowledged before me,

ALEX. WHITE.

Present,
JOHN OAKLEY.

DEED FROM POLOCK TO LOWNDES.

Deed from Isaac Polock to Charles Lowndes, referred to in defendant's 2d exception, p. ——.

ISAAC POLOCK TO CHARLES LOWNDES.

At the request of Charles Lowndes, the following indenture was recorded the 30th day or August, 1802:

This indenture, made the eleventh of August, in the year of our Lord eighteen hundred and two, between Isaac Polock, of the city of Washington, and Charles Lowndes, of Georgetown, in the District of Columbia.

Whereas, Isaac Polock, on the sixteenth day of January last, did mortgage to the said Charles Lowndes, certain lots in the city of Washington, for the purpose specified in the said mortgage, and as it is this day agreed between them that the said Lowndes shall receive and hold in absolute fee simple, the lots hereafter mentioned, and shall pay the debt secured to be paid by the said mortgage, and release all claim to the other lots therein mentioned. Now, this indenture witnesseth: that in execution of the said agreement on the part of the said Polock, and in consideration of the sum of one dollar, paid to him by the said Lowndes, he, the said Polock, hath bargained, sold, released, quit-claimed and confirmed, and doth hereby bargain, sell, quit-claim, release and confirm, unto the said Charles Lowndes, his heirs and assigns, forever, the following lots in the city of Washington, to wit: Lots numbered ten and eleven, in square two hundred and ninety-one; lots numbered three, four and fourteen, in square three hundred and twenty-three; lots two, three, four, five, six and seven, in square two hundred and twenty-six; lots five, six, fourteen, nineteen and twenty, in square two hundred and ninety-three; lot three, in square two hundred and fifty-eight; and lot numbered two, in square two hundred and fifty-five: together with the appurtenances thereto belonging, and all his claim, estate and interest, in law and in equity, as well as all right and equity of redemption of, in and to the same lots, and each and every of them. To have and to hold the same, with the appurtenances, unto the said Lowndes, his heirs and assigns, to his and their only use and behoof; and the said Pollock, for himself and his heirs, doth covenant and agree to and with the said Lowndes, his heirs, executors and administrators, that he, the said Pollock, has good right, full power and authority, to bargain, sell and release the premises aforesaid, in manner aforesaid, and that he, his heirs and executors, and administrators, always hereafter, shall and will warrant and defend the said lots, and each of them, unto the said Lowndes and his heirs, against all persons whatever; and the said Charles Lowndes doth, by presents, release, quit-claim and confirm unto the said Isaac Pollock, and his heirs and assigns, each and every of the lots enumerated in the said mortgage, excepting always the lots hereinbefore mentioned. To have and to hold the same unto the said Pollock, his heirs and assigns, free, clear, and forever exonerated from the said mortgage.

In testimony whereof, the parties aforesaid, have hereunto set their hands and seals, the day and year first aforesaid.

ISAAC POLOCK. [SEAL.]
CHA. LOWNDES. [SEAL.]

Signed, sealed and delivered, in the presence of
THOMAS PETER,
CORN. CUNNINGHAM.

DISTRICT OF COLUMBIA,

County of Washington, to wit:

On the eleventh day of August, 1802, Isaac Polock and Charles Lowndes, severally came before us, two of the justices of the peace for the said county, and acknowledged this instrument of writing to be his act and deed, and delivered for the uses within mentioned.

Acknowledged before us,

THOMAS PETER,
CORN. CUNNINGHAM.

Deed from Isaac Polock to Charles Lowndes, referred to in defendant's 2d exception, page .

ISAAC POLOCK
to
CHARLES LOWNDES,

At the request of Charles Lowndes, the following mortgage was recorded the 20th day of January, 1802, to wit:

This indenture, made the sixteenth day of January, in the year of our Lord one thousand eight hundred and two, between Isaac Polock of the city of Washington, of the one part, and Charles Lowndes of Georgetown, of the other part: whereas, the said Charles Lowndes is at this time, and for some time past has been, bound for the said Isaac Polock as indorser upon his negotiable paper, which has been discounted in the Bank of Columbia, and which may be renewed from time to time hereafter—the whole amount thereof being at this time four thousand six hundred and fifty dollars; for which the said Charles Lowndes is so liable, and the said Isaac Polock hereby intending fully to indemnify, and save harmless, the said Charles Lowndes of and from all loss, damage and injury, which he shall or may sustain, for or by reason of his said endorsements, and any future endorsements, which he may hereafter make, to retire the notes which he has already endorsed. Now, this indenture witnesseth, that the said Isaac Polock, in consideration of the premises, and of the sum of one dollar, to him in hand paid, by the said Charles Lowndes, at or before the ensealing and delivery of these presents, the receipt whereof the said Isaac Polock doth hereby acknowleege, and therefrom doth release and acquit the said Charles Lowndes, his heirs, executors, and administrators; hath given, granted, bargained, and sold, and by these presents doth give, grant, bargain, and sell, unto the said Charles Lowndes, his heirs, and assigns, the following lots, in the city of Washington, to wit: lots numbered ten and eleven, in square numbered two hundred and ninety-one, containing eight thousand seven hundred and fifty-six and one quarter square feet; also, lots numbered three, four, seven, and fourteen, in square numbered three hundred and twenty-three, containing sixteen thousand two hundred and sixty-two square feet and a quarter of a square foot; also, lots numbered two, three, four, five, six, and seven, in square numbered two hundred and twenty-six, containing twenty-nine thousand and seventeen square feet; and lots numbered five, six,

fourteen, nineteen, and twenty, in square numbered two hundred and ninety-three, containing twenty-six thousand six hundred twenty-seven and one quarter square feet; and lot numbered three, in square numbered two hundred and fifty-eight, containing three thousand nine hundred and sixty-three square feet; making, in the whole, eighty-four thousand six hundred and twenty-five square feet; together with the appurtenances thereto belonging, and all the estate, claim, and demand, both in law and in equity, of the said Isaac Polock of, in, and to the same. To have and to hold the said lots and premises, with the appurtenances, unto the said Charles Lowndes, his heirs and assigns, to his and to their only use and behoof, forever, and to no others; and the said Polock, for himself, his heirs, executors, and administrators, doth covenant and agree to, and with the said Charles Lowndes, his heirs, and assigns, in manner following, to wit: that the said Isaac Polock hath good right and full power to grant, bargain, and sell the same lots, and every of them, in manner aforesaid; that the same are free and clear of all manner of incumbrances, and that he, the said Polock, and his heir, executors, and administrators, always hereafter, shall and will warrant and defend the said lots and premises, with the appertenances, unto the said Lowndes, his heirs, and assigns, against all persons whatever: Provided always, and these presents are upon the following terms, trusts, and conditions, to wit: that if the said Isaac Polock, his heirs, executors, administrators, or assigns, do and shall, at any time, on or before the twenty-eighth day of April next, fully and entirely exonorate and acquit the said Lowndes, his heirs, executors, or administrators of, and from all endorsement at the Bank of Columbia, now made by the said Lowndes on the said Polock's negotiable notes, discounted at the said bank, or which he shall hereafter endorse, to retire those now endorsed as aforesaid, and shall satisfy and pay all discounts due, and to become due and payable on such notes, and all expenses, costs, damage, and injury which the said Lowndes, his heirs, executors, or administrators, has, or may sustain by reason of making, or hereafter making such endorsement, then the above indenture to be void and of no effect. But if the said Isaac Polock shall not, on or before the said twenty-eighth day of April next, satisfy and pay all such notes negotiated at the bank as aforesaid, or which shall before that day be from time to time negotiated, to retire those already negotiated, and on which the said Lowndes shall be endorser, or in any manner liable, and shall also satisfy and pay all discounts on such notes, then it shall and may be lawful for the said Lowndes, his heirs, executors, or administrators to sell the said lots, or as much thereof as will be sufficient, at public sale, on thirty days' previous notice, in some newspaper in the said city, and to pay the said notes, discounts, and all expenses attending the sale, and to return the overplus, and to reconvey the residue of the lots, if any, to the said Polock, his heirs, or assigns. But if, in the meantime, before the said day, the said Polock, his heirs, executors, or administrators, do and shall procure another endorser, satisfactory to the said bank directors, and shall fully exonerate the said Lowndes from his endorsements aforesaid, and pay all discounts as

aforesaid, the said Lowndes and his heirs shall reconvey the hereby conveyed lots and premises to the said Polock, his heirs, or assigns; and if the said Polock, his heirs, or assigns, shall, by the time aforesaid, satisfy and pay any proportion of the said sum due to the bank, on such payment, the said Lowndes and his heirs, is to reconvey to said Polock, or his heirs, a due proportion of the lots hereby conveyed, to the governed by quantity only, in such proportion; and the said Polock for himself, his heirs, executors, and administrators, doth covenant and agree to and with the said Lowndes, his heirs, executors, and administrators, that he, the said Polock, his heirs, executors, and administrators, on or before the said day, shall exonerate and fully discharge the said Lowndes, his executors, administrators, and assigns, from the said endorsements, and indemnify him from all losses sustained, or to be sustained, by reason thereof; and that neither the said Polock, his heirs, executors, or administrators, shall, or will take, adopt, use, or bring any measure, devise, plan, suit, bill, or practice whatever, in any manner to prevent, impair, or defeat any act, thing, sale, or deed done, made, or suffered, in virtue and according to the true meaning of these presents.

In witness whereof, the said Polock hath hereto set his hand and seal, the day and year first aforesaid.

ISAAC POLOCK. [SEAL.]

Signed, sealed and delivered in the presence of
WILLIAM THORNTON.

DISTRICT OF COLUMBIA,

Washington County, to wit:

On the eighteenth day of January, 1802, Isaac Polock came before me, one of the commissioners appointed under the act of Congress, entitled "an act for establishing the temporary and permanent seat of the Government of the United States, and acknowledged this indenture to be his act and deed, and delivered for the uses within mentioned.

Acknowledged before me,

WILLIAM THORNTON.

DEED FROM LOWNDES TO W. SMITH.

Deed from Charles Lowndes to Walter Smith, referred to in defendant's second exception, page .)

CHARLES LOWNDES to WALTER SMITH.

At the request of Walter Smith, the following deed was recorded, the tenth day of October, eighteen hundred and three.

Whereas, Charles Lowndes, party to these presents, hath obtained a credit in the Bank of Columbia, for a large sum of money, to wit, for the sum of sixteen thousand and forty-six dollars, say four notes, viz: twenty-six hundred and twenty-one dollars, nine hundred and twenty-five dollars, nine thousand and twenty-five dollars, thirty-four hundred and eighty-five dollars, and to secure the payment whereof to the president, directors and company of the Bank of Columbia, hath passed his notes for that amount, to a certain John Templeman, payable at a short time, not exceeding sixty-days from the date of the said notes; which said John Templeman, having endorsed the said notes in bank, hath passed them to the said president, directors and company of the Bank of Columbia aforesaid, who now holds the same And whereas, the said Charles Lowndes, wishing, when those notes shall fall due, to obtain a further credit in the said bank, by renewing the same notes, or given other notes from time to time, so long as his necessities may require, and the interest and convenience of the said bank justify a prolongation thereof, for the purposes of procuring a prolongation of said credit, and to induce the said John Templeman to continue to endorse for him, he, the said Charles Lowndes, hath agreed, for the purpose of more effectually securing to the said bank the punctual and speedy payment of such moneys, when the president, directors and company aforesaid, shall think proper to call them in, and demand payment; and, also, to indemnify and save harmless, the said John Templeman, his heirs, executors or administrators, in case he or they should be called upon by the president, directors and company aforesaid, for the payment of the said money; and whereas, also, it may so happen that the said president, directors and company of the Bank of Columbia, may hold other notes, drawn by him, the said Charles Lowndes, payable to some other person or persons, and by him, her or them assigned and transferred to the said president, directors and company of the Bank of Columbia, the punctual and speedy payment of which, if any such there should be, it is also the wish of him, the said Charles Lowndes, to provide for and secure, after the payment of all the above notes, endorsed by the said Templeman, hath agreed, by these presents, to convey unto a certain Walter Smith, certain property, hereinafter particularly mentioned and described, in trust, for the purposes hereinafter particularly set forth. Now, this indenture, made this third day of May, in the year one thousand eight hundred and three, between the said Charles Lowndes, of Georgetown, of the one part, and Walter Smith, aforesaid, of George town aforesaid, of the other part, witnesseth: that, for and in consideration of the premises, and also for and in consideration of the sum of one dollar to him, the said Charles Lowndes, in hand paid, by the said Walter Smith, the receipt whereof is hereby acknowledged, he, the said Charles Lowndes, hath given, granted, bargained and sold, and by these presents doth give, grant, bargain and sell, unto him, the said Walter Smith, all the following lotts in the city of Washington, viz: square No. 221, 10, 11; square No. 232, 3, 4, 14; square No. 226, 2, 3, 4, 5, 6, 7; square 293, 5, 6, 15, 19, 20; square No. 258,

3; square No. 255, 2; square No. 256, 8; square No. 290, 17, 18; square No. 321, 5, 6; square No. 322, 5, 9; square 348, 2, 5, 6, 15; square No. 457, 6; square No. 37, 8, 18, 19; square No. 105, 15, 16, 17; square No. 166, 14; with all and singular, the rights, privileges and appurtenances to the said property hereby given, granted, bargained and sold, belonging, or any wise appertaining to, the said Charles Lowndes, his heirs or assigns; to have and to hold, to him, the said Walter Smith, his heirs, and assigns, forever, all the said given, granted, bargained and sold premises, with all and singular, the rights, members, privile*d*ges and appurtenances, to them, and to each and every of them, belonging, or in any wise appertaining. In trust, however, for the following purpose: that if, at any time hereafter, any note or notes of hand, held by the said president, directors and company of the Bank of Columbia, drawn by the said Charles Lowndes, payable to the said John Templeman, and by him endorsed and made payable to the said president, directors and company of the bank of Columbia, or by him, the said John Templeman, endorsed in bank, and delivered to the said president, directors and company of the Bank of Columbia, shall remain due and unpaid either in part or in the whole, for the space of ten days after the same shall have respectively fallen due and payable, by the tenor of such note or notes, that, then it should be the duty of the said Walter Smith, his heirs or assigns, as the case may be, to advertise and sell at public sale, for ready money, to the highest bidder, all the property herein and hereby given, granted, bargained and sold, or such part or parts thereof, as he or they shall deem necessary and competent to answer the purposes of such sale, giving thirty days previous and public notice of the time and place of such sale, by advertisement in some newspapers printed in Georgetown, or in the city of Washington; and out of the monies arising from such sale, to pay, first, the necessary expenses attending the advertising and conducting such sale; in the second place, to pay to himself, the said Walter Smith, a commission as customary, on the gross amount of such sale, as a full compensation for his trouble, time and labor, in executing this trust. Thirdly, to pay to the said president, directors and company of the bank of Columbia, the amount for principal, interest and costs of protests due upon all notes unpaid, in whole or in part, drawn by the said Charles Lowndes, payable to the said John Templeman, by him endorsed, and then held by them, the said president, directors and company of the Bank of Columbia; fourthly, to pay to the said president, directors and company of the Bank of Columbia, the amount for prin*ciple*, interest and cost of protest, due upon all other notes unpaid in whole or in part, drawn by said Charles Lowndes, payable to any person whomsoever, by whomsoever endorsed, and there held by them, the said president, directors and company of the Bank of Columbia, and lastly, to pay over the overplus, if any there be, to him, the said Charles Lowndes, or his assigns.

In testimony whereof, the said Charles Lowndes, hath to these presents set his name and affixed his seal, the day and year first above written.

GHAS. LOWNDES. [SEAL.]

Signed, sealed, and delivered in the presence of
THOMAS MUNROE.

WASHINGTON COUNTY,
District of Columbia, viz:

This day, Charles Lowndes, the grantor within named, personally appeared before me, the subscriber, superintendant of the city of Washington, and acknowledged the foregoing instrument of writing to be his act and deed; at the same time came Eleanor Lowndes, the wife of the said Charles Lowndes, who being privately examined out of the hearing of her husband by me, "whether she doth make her acknowledgment of the same, willingly and freely, and without being induced thereto by fear or threats of, or ill usage by her husband, or fear of his displeasure, declareth she doth.

Acknowledged before me this third day of May, eighteen hundred and three.

THOMAS MUNROE.

Deed from Walter Smith to Benjamin Stoddert, referred to in defendant's 2d exception page ,

WALLER SMITH
vs.
BENJAMIN STODDERT.

Recorded August 16th, 1807.

This indenture, made the fifth day of March, in year eighteen hundred and seven, between Walter Smith and Benjamin Stoddert, both of Georgetown, witnessseth: Whereas, Charles Lowndes owing the Bank of Columbia considerable sums of money, for which John Templeman was security, by endorsing the said Lowndes's notes, did mortgage unto Walter Smith, or convey to him, in trust, certain property in Georgetown and in the city of Washington, and caused other property in the city of Washington, in which he held the equitable title, to be conveyed also to said Smith, in trust for the security and exoneration of the said Templeman from his said responsibility, on account of said endorsements; and whereas, the said Charles Lowndes, with the consent of the said Walter Smith and John Templeman, hath agreed to sell all of the said property, conveyed to Walter Smith, in trust, as aforesaid, unto Benjamin Stoddert, except such as has been before sold, under the trust; and the consideration agreed upon is, that the said Benjamin Stoddert shall settle and pay to the Bank of Columbia, the whole debts due from the said Charles Lowndes, thereby exonerating him from all liability therefor, and

also therefrom. The said John Templeman and the said Benjamin Stoddert, in compliance with his agreement, hath this day settled with the Bank of Columbia the said debts accordingly. Now this indenture witnesseth: that the said Walter Smith, for and in consideration of the premises, and for the further consideration of one dollar to him in hand paid by the said Benjamin Stoddert, the receipt whereof he doth hereby acknowledge, hath given, granted, bargained, and sold, and released, and by these presents doth give, grant, bargain, sell, and release, unto the said Benjamin Stoddert, all and singular, the following property, to wit: all those three lots of ground situate, lying, and being in Peters, Beatty, Threlkeld, and Deakins' addition to Georgetown, known and distinguished on the plot of said addition, by numbers forty-three, fourty-four, and fifty-six, being one hundred and eighty feet on Fayette street, and one hundred and twenty feet on Prospect street; and also, all that moiety or undivided half part of and to a certain peace or parcel of ground, in the aforesaid addition to Georgetown, fronting forty-five feet on First street, and running back to the same extent one hundred and twenty feet, and of, and in, and to the houses and improvements thereon, it being that half or moiety of the said property, which was conveyed by the aforesaid Charles Lowndes to Walter Smith, and which has not been conveyed to Ann Lowndes, and the said property being that part of the premises conveyed to Francis and Charles Lowndes by Wm. Deakins, jun. and John Threlkeld, which remained unsold by the said Francis and Charles Lowndes on the 13th August 1802; and, also, all and singular, the following lots in the city of Washington, to wit: lots number ten and eleven, in square two hundred and twenty-one; lots number three, four, and fourteen, in square two hundred and thirty-two; lots number three, four, five, six, and seven, in square two hundred and twenty-six; lots number fifteen, nineteen, and twenty, in square number two hundred and ninety-three; lot number three, in square number two hundred and fifty-eight; lot number two, in square two hundred and fifty-five; lot number eight, in square two hundred and fifty-six; lots number seventeen and eighteen, in square two hundred and ninety; lot number six, in square three hundred and twenty-one; lots number two, five, six, and fifteen, in square number three hundred and forty-eight; lot number six, in square four hundred and fifty-seven; lots number eight, eighteen, and nineteen, in square number thirty-seven; and lots number sixteen and & seventeen, in square one hundree and five, together with all the privileges and appurtenances belonging to the same; to have and to hold, all and singular, all the above described houses, improvements, lots of ground, and parts of lots, with all and singular, their privileges and appurtenances, to him, the said Benjamin Stoddert, his heirs and assigns, forever; it being *under*understood that the said Smith is not responsible for the title

in this property, and conveys only, in his character of trustee, all the estate in him.

In witness whereof, the said Walter Smith hath hereunto set his hand, and affixed his seal, the day and year first above written.

WALTER SMITH. (SEAL.]

Signed, sealed, and delivered in presence of
RICHD. PARROTT,
THOS. CORCORAN.

DISTRICT OF COLUMBIA,

Washington County, to wit:

On the 5th day of March, 1807, personally appeared before us, the subscribers, Walter Smith, party to the foregoing deed, and acknowledged the same to be his act and deed.

RICHD. PARROTT,
THOS. CORCORAN.

Test:
W. BRENT, *Clk.*

APPEAL TO S. COURT U. S.

And whereas, afterwards, to wit, on the twentieth day of June, in the year of our Lord one thousand eight hundred and thirty-seven, the said John P. Van Ness and William Jones, by their attorney aforesaid, produced and filed in court here, the United States writ for the correcting of errors, of and upon the judgment aforesaid, directed to the judges of the circuit court of the District of Columbia, in the county of Washington, and in pursuance thereof, and according to the form and effect of the law, in such case made and provided, a transcript of the record of proceedings of the judgment aforesaid, and all things thereunto relating, with the writ of error aforesaid, and a copy of the appeal bond hereto annexed, is hereby transmitted to the said Supreme Court accordingly.

CLERK'S CERTIFICATE.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of the said court, this 28th day of November, 1837.

[SEAL.] WILLIAM BRENT,
Clerk.